

**AGENDA**  
**MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS**  
**ASSEMBLY ROOM, ADMINISTRATION BUILDING**  
**231 ENSIGN STREET, FORT MORGAN, CO 80701**  
**TUESDAY, APRIL 26, 2022**

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/86262727075> If you cannot connect via Zoom, you may submit written public comment to [morgancountybcc@co.morgan.co.us](mailto:morgancountybcc@co.morgan.co.us) by email by 4 p.m. on Monday April 25, 2022.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/86262727075> to listen via phone, please dial: 1-312-626-6799, Meeting ID: 862 6272 7075

To watch and/or listen to the meeting but not participate, you may do so by connecting via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/86262727075> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 862 6272 7075

9:00 A.M.

**A. WELCOME – CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:**

Commissioner Becker  
Commissioner Westhoff  
Commissioner Arndt

**B PUBLIC HEARING**

**1. Applicants and Landowners: 7/S Land & Cattle Company, LLC**

**Legal Description** SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4N, Range 58W of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known 17545 Co Road V and 19961 Co Road 18, Fort Morgan, Colorado 80701.

**Request:** For a 3 lot minor subdivision. The total is 32.05 acres being used for new home sites. Lots 2 and 3 are currently developed; Lot 1 is to be developed.

Open for Public Comment  
Close for Public Comment  
Discussion and Decision

\*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us at least 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodations for any of the two locations.

Prepared By: Karla Powell, Administrative Services Manager  
Agenda Posted On Thursday April 21, 2022 @ 4:00 P.M.

## **2. Amending the Morgan County Subdivision and Zoning Regulations:**

### **Description of Amendments:**

Proof of ownership consisting of a title commitment issued within the previous six (6) months.

Open for Public Comment

Close for Public Comment

Discussion and Decision

## **C. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS**

1. Discussion with Planning Administrator regarding 1041 preliminary application and process for Xcel Power Pathway Project (Nicole Hay, Planning Administrator)

## **D. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS**

1. Commissioners Calendar for week of April 22, 2022 through May 3, 2022

## **E. ADJOURNMENT**

\*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us at least 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodations for any of the two locations.

Prepared By: Karla Powell, Administrative Services Manager  
Agenda Posted On Thursday April 21, 2022 @ 4:00 P.M.

**7/S Land and Cattle Company, LLC.**

**Minor Subdivision**

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**Amending the Morgan County Zoning  
Regulations**

**Board of County Commissioner's Hearing**

**April 26, 2022**

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**BCC**

BCC Agenda

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**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

**April 12, 2022**

**TO:** Board of County Commissioners - Hearing  
**DATE:** TUESDAY, April 26, 2022  
**TIME:** 9:00 AM  
**PLACE:** Assembly Room – B Level  
Morgan County Administration Building  
231 Ensign, Fort Morgan, CO

**AGENDA**

**NEW BUSINESS:**

**1. Applicants and Landowners:** 7/S Land & Cattle Company, LLC

**Legal Description** SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4N, Range 58W of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known 17545 Co Road V and 19961 Co Road 18, Fort Morgan, Colorado 80701.

**Request:** For a 3 lot minor subdivision. The total is 32.05 acres being used for new home sites. Lots 2 and 3 are currently developed; Lot 1 is to be developed.

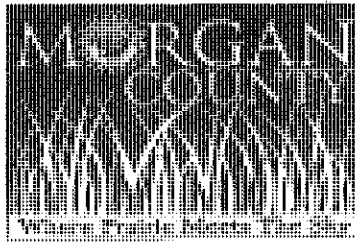
**2. Amending the Morgan County Subdivision and Zoning Regulations:**

**Description of Amendments:**

Proof of ownership consisting of a title commitment issued within the previous six (6) months.

**OTHER MATTERS:**

**ADJOURN:**



**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY COMMISSIONERS  
FILE SUMMARY**

**April 12, 2022**

**April 26, 2022 hearing date**

**APPLICANTS AND LANDOWNERS: Jeff Schneider - 7/S Land & Cattle Company, LLC.**

This application was considered by the Planning Commission in a public hearing on April 11, 2022 and recommended for approval on a vote of 6 in favor and 0 opposed, 1 member was absent.

This application is a 3-lot Minor Subdivision of 32.05 acres located in the SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M, Morgan County, Colorado. Also known as 17545 Co Rd V and 19961 Co Rd 18, Fort Morgan, Colorado 80701.

There are currently two single-family residences on Lots 2 and 3. Lot 1 is to be developed. The properties are zoned Rural Residential.

The applicants are requesting approval of the minor subdivision to create three new lots. Lot 1 – 3.0 acres, Lot 2 – 24.97 acres and Lot 3 – 4.08 acres.

Section 8-195 of the Morgan County Subdivision Regulations requires review of the listed criteria and compliance to be determined prior to approval of the proposed subdivision.

In reviewing an application for a minor subdivision the Planning Commission and the Board of County Commissioners shall apply the following criteria as listed from Section 8-195 of the Morgan County Subdivision Regulations:

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.  
The application documents are complete:
- 1) Northeast Colorado Health Department has issued a permit for installation of new septic system on proposed Lot 1. There is a previously permitted onsite wastewater treatment system on Lots 2 and 3.
  - 2) Deposit for Lot 1 for new Morgan County Quality Water tap have been paid. Full payment of the taps is required prior to recording the plat, if approved. Lots 2 and 3 have Morgan County Quality Water.

- 3) Lot 3 will access from County Road 18 and lot 2 will access from County Road V. Road and Bridge has no objection to the continued use of the existing driveways that provides access. Lot 1, Road and Bridge has approved one new driveway and will access from County Rd V.
  - 4) Property is located in the Fort Morgan Fire District.
  - 5) Soil map was provided by the Natural Resources Conservation Service.
  - 6) Animal units will be per zoning requirements subject to review by the Morgan County Extension Service.
  - 7) Right to Farm notice was provided with the application.
  - 8) Lots 2 and 3 are developed as single family residences. Proposed lot 1 will be sold and developed as single family residences.
- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan. The subdivision is located in the north central planning area.  
Chapter 2, Plan Summary  
Goal: Section 2.C.1 - To encourage development where proposed development is compatible with existing land uses and access to public infrastructure is established
- (C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.  
This subdivision is located in the Agriculture Production zone district and buffering is not required, uses are compatible.

All appropriate notice requirements have been completed.

This application was considered by the Planning Commission in a public hearing on April 11, 2022 and recommended for approval on a vote of 6 in favor and 0 opposed, 1 member was absent.

Charlotte Bolduc  
Morgan County Planning Technician



**MORGAN COUNTY PLANNING COMMISSION  
APRIL 11, 2022 MINUTES**

The Morgan County Planning Commission met on Monday, April 11, 2022, at 7:00 p.m. in the Assembly Room of the Morgan County Administration Building. The meeting was called to order by Chairman Nathan Troudt.

Mike Erker, Robert Pennington, Allyn Wind, Mike Bailey, Clayton Miller and Nathan Troudt were present. Pete Mercer, Erik Morhlang and Dave Musgrave were absent. Nicole Hay, Planning Director, Charlotte Bolduc and Cheryl Brindisi, Planning Technicians were present.

It is noted that this Planning Commission meeting for April 11, 2022 was held in person with an option to attend remotely through the Zoom platform.

**APPROVAL OF AGENDA:**

It was moved by Robert Pennington and seconded by Mike Bailey to approve the agenda as presented. Motion carried 6-0.

**APPROVAL OF MINUTES:** February 14, 2022.

It was moved by Mike Erker and seconded by Allyn Wind to approve the February 14, 2022 minutes as presented. Motion carried 6-0.

Chairman Nathan Troudt read the hearing process for tonight's meeting.

**OLD BUSINESS:**

No old business.

**NEW BUSINESS:**

**APPLICANT and LANDOWNER: Jeff Schneider - 7/S Land & Cattle Company, LLC.**

This application is a 3-lot Minor Subdivision of 32.05 acres located in the SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M, Morgan County, Colorado. Also known as 17545 Co Rd V and 19961 Co Rd 18, Fort Morgan, Colorado 80701.

There are currently two single-family residences on Lots 2 and 3. Lot 1 is to be developed. The properties are zoned Rural Residential.

The applicants are requesting approval of the minor subdivision to create three new lots. Lot 1 – 3.0 acres, Lot 2 – 24.97 acres and Lot 3 – 4.08 acres.

Section 8-195 of the Morgan County Subdivision Regulations requires review of the listed criteria and

compliance to be determined prior to approval of the proposed subdivision.

In reviewing an application for a minor subdivision the Planning Commission and the Board of County Commissioners shall apply the following criteria as listed from Section 8-195 of the Morgan County Subdivision Regulations:

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.  
The application documents are complete:
- 1) Northeast Colorado Health Department has issued a permit for installation of new septic system on proposed Lot 1. There is a previously permitted onsite wastewater treatment system on Lots 2 and 3.
  - 2) Deposit for Lot 1 for new Morgan County Quality Water tap have been paid. Full payment of the taps is required prior to recording the plat, if approved. Lots 2 and 3 have Morgan County Quality Water.
  - 3) Lot 3 will access from County Road 18 and lot 2 will access from County Road V. Road and Bridge has no objection to the continued use of the existing driveways that provides access. Lot 1, Road and Bridge has approved one new driveway and will access from County Rd V.
  - 4) Property is located in the Fort Morgan Fire District.
  - 5) Soil map was provided by the Natural Resources Conservation Service.
  - 6) Animal units will be per zoning requirements subject to review by the Morgan County Extension Service.
  - 7) Right to Farm notices were signed by both property owners and provided with the application.
  - 8) Lots 2 and 3 are developed as single family residences. Proposed lot 1 developed as single family residence.
- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan. The subdivision is located in the north central planning area.  
Chapter 2, Plan Summary  
Goal: Section 2.C.1 - To encourage development where proposed development is compatible with existing land uses and access to public infrastructure is established
- (C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.  
This subdivision is located in the Agricultural Production District and buffering is not required, uses are compatible.

All appropriate notice requirements have been completed.

Jeff Schneider of 7/S Land & Cattle CO LLC was present. Bob Elrick was also present and represented Jeff Schneider. Bob Elrick commented that 7/S Land & Cattle CO LLC is requesting

to do a 3 Lot Minor Subdivision for family to occupy each Parcel.

**DISCUSSION:**

It was asked by Nathan Troudt if there was any further discussion at this time. Clayton Miller asked if structures will be on all parcels and Bob Elrick responded that there are currently 2 residences on 2 lots. There is a proposed residence for lot 1.

**PUBLIC COMMENT OPEN:**

Those speaking in favor: Nobody was present or on Zoom platform

Those in opposition: Nobody was on the Zoom platform or present.

**PUBLIC COMMENT CLOSED:**

**MOTION:**

It was moved by Mike Bailey and seconded by Clayton Miller to recommend approval without conditions, to the Board of County Commissioners.

Motion carried 6 in favor and 0 opposed. 1 member was absent. Motion passed to be heard by the Board of County Commissioners on April 26, 2022.

**AMENDMENT TO ZONING REGULATIONS:**

Nicole Hay, Planning Administrator, read her file summary as follows:

**Description of Amendments:**

1. Proof of ownership consisting of a title commitment issued within the previous six (6) months.

**DISCUSSION:**

It was asked by Robert Pennington if there were other major changes besides what was discussed. Nicole replied that we removed miscellaneous regulations that didn't apply anymore.

**PUBLIC COMMENT OPEN:**

Those speaking in favor: Nobody was present or on Zoom platform

Those in opposition: Nobody was on the Zoom platform or present.

**PUBLIC COMMENT CLOSED:**

**MOTION:**

It was moved by Mike Bailey and seconded by Clayton Miller to recommend approval without conditions, to the Board of County Commissioners.

Motion carried 6 in favor and 0 opposed. With 1 member absent. Motion passed to be heard by the Board of County Commissioners on April 26, 2022.

**ADJOURN:**

Meeting was adjourned by Nathan Troudt.

Respectfully Submitted,  
Cheryl Brindisi, Planning Technician

**NEW INFORMATION**

BCC Notification

Sign Posting Affidavit

Any other new information received after PC  
hearing

**NOTICE OF MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING TO REVIEW TWO LAND APPLICATIONS AND  
AMENDING THE MORGAN COUNTY SUBDIVISION AND ZONING  
REGULATIONS**

Notice is hereby given that on Tuesday, April 26, 2022 at 9:00 a.m., or as soon as possible thereafter, a public hearing will be held to consider the following applications:


- 1.) **Applicant and Landowner:** 7/S Land & Cattle Company, LLC  
**Legal Description:** SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known 17545 Co Road V and 19961 Co Road 18, Fort Morgan, Colorado 80701.  
**Request:** Minor Subdivision to plat approximately 32.05 acres into three lots.  
**Date of Application:** March 1, 2022.
  
- 2.) **Applicant and Landowner:** Phillip L.D. Pascoe  
**Legal Description:** Replat of Lots 18, 19, and 20 of Bijou Acres and a part of the NE1/4 of Section 34, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M., Morgan County, Colorado. Addressed as 18527 Co Rd 16, Fort Morgan, Colorado 80701.  
**Request:** Combine the east 75.25 feet of Lot 19 and all of Lot 20 of Bijou Acres creating a 0.82 acre Lot 20A. Parcel 1 will add the west 24.75 feet of Lot 19 and all of Lot 18 increasing the parcel from 69.12 acres to 70.10 acres.  
**Date of Application:** March 14, 2022.
  
- 3.) **Description of amendments:**  
Proof of ownership consisting of a title commitment issued within the previous six (6) months.

**THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY VIA ZOOM. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.**

To participate remotely you may connect via Zoom at:  
<https://us02web.zoom.us/j/86262727075>


Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. You may email [permits\\_licensing@co.morgan.co.us](mailto:permits_licensing@co.morgan.co.us) to request items in the file to be emailed to you.

At time of the meeting an opportunity will be given for presentation of evidence in support of or in opposition to the application.

  
Charlotte Bolduc - Morgan County  
Planning Technician

Morgan County Zoning Resolution by (name of applicant) 75 LAND & CATTLE

Project name and number: 7S Land & Cattle MS MS2022-0002

Signature of Applicant/Representative: 

STATE OF COLORADO )

) ss.

COUNTY OF MORGAN )

Signed before me this date: April 12, 2022

My Commission expires: January 20, 2024

NOTARIZED BY: Thomas Earl Keller

THOMAS EARL KELLER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164002380

MY COMMISSION EXPIRES JANUARY 20, 2024









NOTICE OF PUBLIC HEARING ON LAND USE  
APPLICATION BEFORE THE BOARD OF COUNTY COMMISSIONERS  
Applicants: 7/S Land and Cattle Company, LLC  
Landowners: 7/S Land and Cattle Company, LLC  
Reason: For a 3 lot minor subdivision  
Location of Hearing: 231 Ensign Street, Fort Morgan, CO 80701  
Date of Hearing: Tuesday, April 26, 2022 at 9:00 AM

**PC**

PC Agenda

PC File Summary

PC Minutes to be approved





## MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

Monday, April 11, 2022  
AGENDA

**TO:** Morgan County Planning Commission  
**DATE:** Monday, April 11, 2022  
**TIME:** 7:00 P.M.  
**PLACE:** Assembly Room – Option of remote attendance via ZOOM

Link to Zoom meeting:

<https://us02web.zoom.us/j/89284849088>

All materials are available for inspection at the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado, during regular office hours. At time of the public hearing an opportunity will be given for presentation of evidence related to the application.

**For handicapped access call 970-768-7197**

### AGENDA

Roll Call  
Agenda  
Minutes from 11.08.2021

### **NEW BUSINESS:**

1. **Applicants and Landowners:** 7/S Land & Cattle Company, LLC

**Legal Description** SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4N, Range 58W of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known 17545 Co Road V and 19961 Co Road 18, Fort Morgan, Colorado 80701.

**Request:** For a 3 lot minor subdivision. The total is 32.05 acres being used for new home sites. Lots 2 and 3 are currently developed; Lot 1 is to be developed.

**2. Amending the Morgan County Subdivision and Zoning Regulations:**

**Description of Amendments:**

Proof of ownership consisting of a title commitment issued within the previous six (6) months.

**OTHER MATTERS:**

**ADJOURN:**



**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT  
MORGAN COUNTY PLANNING COMMISSION  
FILE SUMMARY**

**April 11, 2022 Hearing date**

**APPLICANT and LANDOWNER: Jeff Schneider - 7/S Land & Cattle Company, LLC.**

This application is a 3-lot Minor Subdivision of 32.05 acres located in the SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M, Morgan County, Colorado. Also known as 17545 Co Rd V and 19961 Co Rd 18, Fort Morgan, Colorado 80701.

There are currently two single-family residences on lots 2 and 3. Lot 1 is to be developed. The properties are zoned Rural Residential.

The applicants are requesting approval of the minor subdivision to create three new lots. Lot 1 – 3.0 acres, lot 2 – 24.97 acres and lot 3 – 4.08 acres.

Section 8-195 of the Morgan County Subdivision Regulations requires review of the listed criteria and compliance to be determined prior to approval of the proposed subdivision.

In reviewing an application for a minor subdivision the Planning Commission and the Board of County Commissioners shall apply the following criteria as listed from Section 8-195 of the Morgan County Subdivision Regulations:

- (A) Whether the application documents are complete and present a clear picture of how the subdivision is to be laid out including all infrastructure, easements, and access.  
The application documents are complete:
- 1.) Northeast Colorado Health Department has issued a permit for installation of new septic system on proposed Lot 1. There is a previously permitted onsite wastewater treatment system on Lots 2 and 3.
  - 2.) Deposit for lot 1 for new Morgan County Quality Water tap have been paid. Full payment of the taps is required prior to recording the plat, if approved. Lots 2 and 3 have Morgan County Quality Water.
  - 3.) Lot 3 will access from County Road 18 and lot 2 will access from County Road V. Road and Bridge has no objection to the continued use of the existing driveways that provides access. Lot 1, Road and Bridge has approved one new driveway and will access from County Rd V.

- 4.) Property is located in the Fort Morgan Fire District.
  - 5.) Soil map was provided by the Natural Resources Conservation Service.
  - 6.) Right to Farm notices were signed by both property owners and provided with the application.
  - 7.) Lots 2 and 3 are developed as single family residences. Proposed lot 1 developed as single family residence.
- (B) Whether the proposed subdivision is consistent with the Morgan County Comprehensive Plan.  
The subdivision is located in the north central planning area.  
Chapter 2, Plan Summary  
Goal: Section 2.C.1 - To encourage development where proposed development is compatible with existing land uses and access to public infrastructure is established
- (C) Whether the proposed subdivision is compatible with surrounding land uses and is adequately buffered as needed.  
This subdivision is located in the ~~Agricultural Production~~ District and buffering is not required, uses are compatible.  
*Rural Residential*

All appropriate notice requirements have been completed.

Charlotte Bolduc  
Planning Technician

**MORGAN COUNTY PLANNING COMMISSION  
FEBRUARY 14, 2022 MINUTES**

The Morgan County Planning Commission met on Monday, February 14, 2022, at 7:00 p.m. in the Assembly Room of the Morgan County Administration Building. The meeting was called to order by Chairman Nathan Troudt.

Mike Erker, Robert Pennington, Allyn Wind, Erik Mohrlang and Dave Musgrave were present. Nathan Troudt and Pete Mercer attended remotely via the Zoom platform. Mike Bailey was absent. Nicole Hay, Planning Director and Charlotte Bolduc, Planning Technician was present.

It is noted that this Planning Commission meeting for February 14, 2022 was held in person with an option to attend remotely through the Zoom platform.

**APPROVAL OF AGENDA:**

It was moved by Mike Erker and seconded by Robert Pennington to approve the Agenda as presented. Motion carried 7-0.

**APPROVAL OF MINUTES:** January 10, 2022.

It was moved by Robert Pennington and seconded by Mike Erker to approve the January 10, 2022 minutes as presented. Motion carried 4-3 with Allyn Wind, Dave Musgrave and Erik Morhlang abstaining.

Chairman Nathan Troudt read the hearing process for tonight's meeting.

**OLD BUSINESS:**

No old business.

**NEW BUSINESS:**

**1.) Amendments to the Morgan County Zoning Regulations:**

Related to home occupations in the Jackson Lake Village Zone District and home occupations in general.

Charlotte introduced Nicole Hay to the planning members.

**HOME OCCUPATION OVERVIEW:**

Charlotte Bolduc, Planning Technician, read her file summary as follows:

To allow home occupations in the Jackson Lake Village Zone and to clarify the purpose of the home occupation regulations.

Section 1. Section 3-600 (E) of the Morgan County Zoning Regulations is amended by the addition of new subsection (5) to read as follows:

(5) Home occupations

Section 2. Section 4-305 of the Morgan County Zoning Regulations is amended to read as follows:

The purpose and intent of the home occupation regulations is to allow for certain home occupations within the County based on specific limits and requirements. These regulations are also intended to ensure that home occupations are compatible with the residential development in the surrounding neighborhoods and to protect the overall community character.

Section 3.

Section 4-310 of the Morgan County Zoning Regulation is amended to read as follows:

All home occupations in the County are subject to the following restrictions:

#### **DISCUSSION:**

It was asked by Nathan Troudt why the county wanted to amend the regulations for Jackson Lake Village. Charlotte explained that there had been some issues over home occupations in that subdivision and the county is just adding this to the regulations.

#### **PUBLIC COMMENT OPEN:**

Those speaking in favor: Nobody was present or on Zoom platform

Those in opposition: Nobody was on the Zoom platform or present.

#### **PUBLIC COMMENT CLOSED:**

#### **MOTION:**

It was moved by Mike Erker and seconded by Allyn Wind to recommend approval without conditions, to the Board of County Commissioners.

Motion carried 7 in favor and 0 opposed. Motion passed to be heard by the Board of County Commissioners on March 1, 2022.



**ADJOURN:**

It was moved by Mike Erker and seconded by Robert Pennington to adjourn the meeting.

Motion carried 7-0.

Respectfully Submitted,  
Charlotte Bolduc, Planning Technician

DRAFT

## **ADDITIONAL INFORMATION**

Any additional information received since PC  
packet was sent to members

**ORIGINAL SUBMITTAL**  
Original Application



MORGAN COUNTY PLANNING,  
ZONING & BUILDING DEPT.  
231 Ensign, P.O. Box 596  
Fort Morgan, Colorado 80701  
PHONE (970)542-3526  
FAX (970)542-3509  
E-mail: pcherry@co.morgan.co.us  
permits\_licensing@co.morgan.co.us

PERMIT # \_\_\_\_\_ - \_\_\_\_\_

Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_ Received By \_\_\_\_\_  
Fee: ☐ Administrative Review \$300 ☒ Full Review \$ 625.00  
Ck/CC #: \_\_\_\_\_ Paid \_\_\_\_/\_\_\_\_/\_\_\_\_  
Recording Fee \$ \_\_\_\_\_ Ck/CC #: \_\_\_\_\_ Paid \_\_\_\_/\_\_\_\_/\_\_\_\_  
PC Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ BOCC Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
100 Year Floodplain? Y/N Taxes Current? Y/N

## MINOR SUBDIVISION APPLICATION

Landowner MUST Sign Application and Right to Farm Policy

### APPLICANT

Name 75 Land & Cattle  
Address #9 Carrie Ct

Phone (970) 381-9588

Email \_\_\_\_\_

### LANDOWNER

Name 75 Land & Cattle  
Address 9 Carrie

Phone (970) 381-9588

Email Jeff @ 75 Land & Cattle, Inc.

### SURVEYOR

Name Libert McFee

Email \_\_\_\_\_

Address 615 S 10th Ave  
Sterling Co 80751

Phone (970) 522-1960

#### Minimum Lot Size Requirements:

- Minimum lot size for parcels containing both a water well and septic system is 2.5 (two and one half) acres
- Minimum lot size for parcels without a water well and served by a public or private water system and septic system is 1 (one) acre

### PROPERTY LEGAL DESCRIPTION AND TECHNICAL INFORMATION

Address of Property to be divided (or general location if not yet addressed): *\*Attach extra pages if needed*  
SE 1/4 of Section 24 and In The NE 1/4 of Section 25  
T4N R58W of The 6th PM Morgan County Co

Parcel #: \_\_\_\_\_

Zone District: \_\_\_\_\_

S: 25 T: 4N R: 58W \_\_\_\_\_ 1/2 \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4

Total acreage in parcel: \_\_\_\_\_

Number of lots to be created: 4

Is property located within 1320' (1/4) of a livestock confinement facility? Y/N

104124000013, 104126000002, 104125000001

Distance and Direction to Nearest Community: \_\_\_\_\_

PRESENT use of property FARM

PROPOSED use of property FARM & Home Sites

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED



## MINOR SUBDIVISION APPLICATION REQUIRED ATTACHMENT LIST

*Additional information may be required by staff*

### Application Fee:

☐ Non-Refundable Application Fee due with application as determined by staff:

*-Made payable to Morgan County Planning & Zoning*

☐ \$300 Administrative Review

OR

☒ ~~\$625~~ Full Review

Up to 10.90 acres..... \$550.00

11 - 20.9 acres ..... \$575.00

21 - 30.9 acres ..... \$600.00

31 - 40.9 acres ..... **\$625.00**

41 - 60.0 acres ..... \$650.00

60.0 acres+.....\$650.00 Plus \$15.00 per 40 acres or fraction therein of excess of 60 acres

*For example: 99 acres property would be 99-60=39 acres in excess so: \$650+\$15=\$665 fee*

*\*Fees may be subject to change per section 2-160 of Morgan County Zoning Regulations*

### Project Narrative:

☒ Narrative to include:

☐ Project Description

☐ Purpose of request, including minor subdivision criteria

☐ Additional information to show project's intent

☐ How project will relate to or impact existing adjacent uses

☐ All off-site impacts and proposed mitigation measures

☐ Development or implementation schedule of project

☐ General topography of land and potential hazards

☐ If property is in the floodplain, give Zone, panel number, and panel date

<https://msc.fema.gov/portal/home>

☒ Is proposed subdivision located within a Fire District?

### Site Plans/Maps:

☒ Plat map (survey) per requirements set forth in the Morgan County Subdivision Regulations Section 6-170 -- **must show the original exempted parcel and the parcel being created through this amendment** **(SUBMIT ELECTRONICALLY)**

☐ Improvement location certificate, including setbacks of existing structures, wells and septic system **(SUBMIT ELECTRONICALLY)**

☐ Include any **easements** required for the project-widths and other pertinent information.  
*May be required to supply copies of easement agreements*

### Proof of Ownership:

☒ **Current** title insurance commitment (within last 6 months)

☐ Names, addresses and phone numbers for all property owners

### Utilities/Access:

☒ **Water**-must prove quality, quantity, & reliability of well, or **Quality Water Contract** (Quality Water Contracts or current Permits from Colorado Department of Natural Resources) <https://dwr.state.co.us/Tools/WellPermits>

o Existing or proposed public or private water system - Contract for Service

o Existing Well- Provide copy of driller's well completion report and proof of

- adjudication and water quality report
- ☐ Proposed Well- Provide documented proof of quality and quantity and of potable water
- ☐ Water Supply Information Summary as required by State of Colorado, Office of the State Engineer (*attached*)

☒ **Septic System**

- ☐ Existing Septic System - Evaluation of adequacy in terms of today's regulations from local Health Department
- ☐ Private System - "Will Serve Letter"
- ☐ Proposed Septic System - "Will Serve Letter"
- ☐ Public System - "Will Serve Letter"

☒ **Electric** (Electric bill or letter of commitment from electricity provider)

☒ **Driveway Permit** from CDOT or Morgan County Road and Bridge  
(If required by staff)

N/A ☐ **Ditch Company-** **Proof of contact** if there is a ditch on or next to your property

**Technical:**

☒ **Impact statement** from Morgan County Extension for determination of the **number of animal units** this land can sustain

☒ **Soil Map** from Morgan Conservation District showing suitability for sanitary facilities, and building site development for site specific soil

N/A ☐ **Revegetation Plan**

N/A ☐ **Notification to all mineral rights owners** and/or lessees  
Provide names and addresses as well as a copy of a letter sent **30 days prior** to submission or if unable to locate, submit a list of owners/lessees showing 3 sources of attempts to locate.

N/A ☐ Declaration of **restrictive covenants**

N/A ☐ **Homeowners Association agreement** and by-laws

☒ **Right to Farm Policy** signed by Landowner (*attached*)

☐ **Recording Fees:** *All recording fees will be collected at the conclusion of all hearings Made payable to Morgan County Clerk & Recorder*

☐ Plat map recording fee

\$13.00 first page

\$10.00 per page thereafter

\_\_\_\_ # additional pages x 10=\$\_\_\_\_ + \$13= \$\_\_\_\_ Total Recording Cost

☐ Covenants recording fee

\$13.00 first page

\$ 5.00 per page thereafter

\*Title to any or all of the Minor Subdivision **CANNOT** be transferred until all required documents have been recorded in the Morgan County Clerk and Recorders office.



☐ Additional Information required by staff: \_\_\_\_\_



☐ # Paper Application Sets      ☐ Digital Copy of Complete Application  
*One sided only please*

## LANDOWNER AND APPLICANT STATEMENTS

Property taxes must be current prior to processing application.

I hereby certify that to the best of my knowledge, the information contained within this application package is true and correct.

Application must be signed by applicant and landowner as it appears in title insurance.

 2/28/22       2/28/22  
Applicant Signature      Date      Landowner Signature      Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Date

**APPLICANT NARRATIVE:**

Project Description

Purpose of Request

Additional Information to Demonstrate Intent

Impact/Relation to Adjacent Uses

Off-Site Impacts & Mitigation Measures

Implementation Schedule of Project

Proposed Length of Time Permit is Desired

Public Improvements if necessary



### **PROJECT NARRATIVE:**

1. Project Description - Subdivide 32.5 acres of land into three lots for new homesites for Jeff and Cindy Schneider and family members only.
2. Purpose and intent of request is to subdivide the land into three lots for building sites for members of the Schneider family.
3. The project will have little or no impact to surrounding neighbors or roads.
4. There are no hazards on the property.
5. The land is not in a flood plain.
6. The proposed subdivision is located within the Fort Morgan Fire District.
7. The project will meet all county requirements and will abide with Morgan County's animal units per lot.

## **SITE PLAN/MAPS**

Site Plan(s)

Maps

Easements

Plat Map

Drainage Plan if necessary

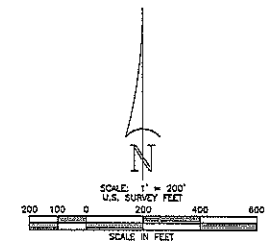
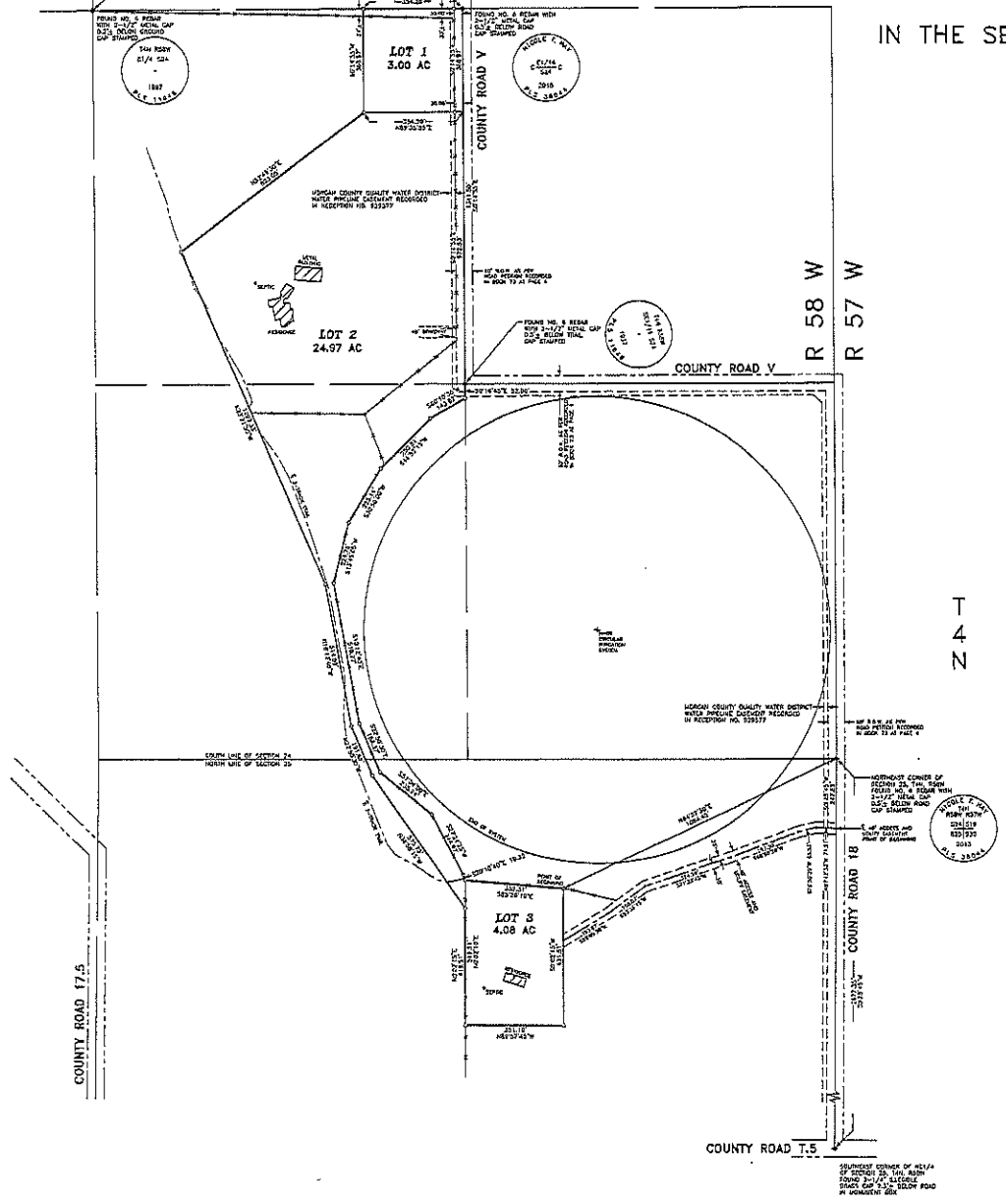
Site Photos if any

Construction Plans if any

24

**7/S LAND AND CATTLE MINOR SUBDIVISION**

PROJECT #MS  
IN THE SE1/4 OF SECTION 24 AND IN THE NE1/4 OF SECTION 25,  
T4N, R58W OF THE 6TH P.M.,  
MORGAN COUNTY, COLORADO



- LEGEND**
- ALIQUOT CORNER AS DESCRIBED
  - SET NO. 5 REBAR 24" LONG AT GROUND LEVEL WITH PURPLE PLASTIC CAP STAMPED "PLS 38044"
  - DISTINGUISH FENCE LINE

**PRELIMINARY  
NOT TO BE RECORDED**

REVISIONS	LEIBERT-McGATE & ASSOCIATES, INC. P.O. BOX 442 815 SOUTH TENTH AVENUE STERLING, CO 80751 870-512-1950
TITLE	7/S LAND AND CATTLE MINOR SUBDIVISION
PROJECT #	MS
IN THE SE1/4 OF SECTION 24 AND IN THE NE1/4 OF SECTION 25, T4N, R58W OF THE 6TH P.M., MORGAN COUNTY, COLORADO	
DRAWN BY	MS
CHECKED BY	MS
DATE	11-28-81
PRJ. NO.	1980-214
SHEET	2 of 2



## **PROOF OF OWNERSHIP**

Current Title Insurance Commitment  
(within last 6 months)

Any deeds or other additional ownership  
documentation

**NORTHERN COLORADO TITLE SERVICES CO., INC.**

130 W. KIOWA AVE., FORT MORGAN, COLORADO 80701

Phone No. 970-867-0233 Fax No. 970-867-7750

DATE: November 15, 2021

ORDER #: NCT23658

PROPERTY ADDRESS: VACANT

OWNER/PURCHASER: 7/S LAND AND CATTLE COMPANY, LLC  
TO BE DETERMINED

**PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:**

\_\_\_\_\_ To: ATTN:

Fax#:

\_\_\_\_\_ To: BOB ELRICK  
CALL 970-768-0909

ATTN:

Fax#:

\_\_\_\_\_ To:

ATTN:

Fax#:

\_\_\_\_\_ To: LEIBERT-MCATEE & ASSOCIATES  
nhay@kci.net

ATTN:

Fax#:

\_\_\_\_\_ To:

ATTN:

Fax#:

ATTACHED PLEASE FIND THE FOLLOWING ITEM(S) IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ATTACHED DOCUMENTATION, PLEASE CONTACT LINDA, SHARON, LISA OR SHERYL. FOR CLOSING ASSISTANCE, PLEASE CONTACT LINDA OR LISA. WE APPRECIATE YOUR BUSINESS VERY MUCH AND LOOK FORWARD TO SERVING YOU IN THIS TRANSACTION.

***E-MAIL ADDRESS FOR CLOSING DOCUMENTS: CLOSING@NCTS.COM***

**HAVE A WONDERFUL DAY!!!**

\_\_\_\_\_ COMMITMENT  
\_\_\_\_\_ AMT DUE IS ON SCHEDULE A (INVOICE)

\_\_\_\_\_ OWNERS TITLE POLICY

\_\_\_\_\_ PROPERTY REPORT  
\_\_\_\_\_ -AMT DUE IS ON PROPERTY REPORT (INVOICE)

\_\_\_\_\_ MORTGAGEES TITLE POLICY

\_\_\_\_\_ MORTGAGE/FORECLOSURE GUARANTY

\_\_\_\_\_ DOCUMENTS

\_\_\_\_\_ SURVEY/ILC

\_\_\_\_\_ OTHER / INVOICE



## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

if all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

[Countersigned by:

Authorized Countersignatures

Company Name  
NORTHERN COLORADO TITLE SERVICES  
INC.

130 W. KIOWA AVE.  
FORT MORGAN, Colorado 80701



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: NCT23341

010-UN ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I - Requirements;
  - f. Schedule B, Part II - Exceptions; and
  - g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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	Title Insurance Commitment
	ISSUED BY <b>Stewart Title Guaranty Company</b>
<b>Schedule A</b>	

ALTA® Universal ID: 0044474  
 Commitment/File No: NCT23658  
 Property Address: VACANT

Effective Date: November 8, 2021 at 8:00 a.m.  
 Issuing Office: NORTHERN COLORADO TITLE  
 SERVICES CO., INC.

1. Policy or Policies to be issued:

OWNERS:	AMOUNT	PREMIUM
<input checked="" type="checkbox"/> ALTA® 2006 Owner's Policy	<b>\$TO BE DETERMINED</b>	<b>\$200.00</b>

Proposed Insured: **TO BE DETERMINED**

LOAN:

☒ ALTA® 2006 Loan Policy

Other Charges:

**TOTAL DUE: \$ 200.00**

**NOTE: A Minimum Fee of \$115.00 will be charged if file is cancelled.**

2. On the effective date hereof, the estate described herein to be insured is **fee simple**, and is vested in:

**7/S LAND AND CATTLE COMPANY, LLC**


3. The land referred to in the Commitment is described below or in Schedule C:

**SEE ATTACHED EXHIBIT "A"**

## EXHIBIT "A"

That portion of the SE1/4 of Section 24 and the NE1/4 of Section 25, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado, described as follows: Beginning at the SE corner of the NE1/4 of said Section 25; thence S89°15'42"W along the South line of said NE1/4 a distance of 401.23 feet to the SE corner of parcel described in deed recorded in Book 940 page 906, records of Morgan County, Colorado; thence N00°36'26"W along the East boundary of said deed a distance of 330.90 feet to the NE corner of said deed; thence S89°15'42"W along the North line of said deed a distance of 263.30 feet to the NW corner of said deed, also being a point on the East line of Amended Datteri Minor Subdivision; thence N00°36'26"W along said East line and parallel with the East line of said NE1/4 a distance of 849.68 feet; thence S89°15'42"W parallel with the South line of the E1/2NE1/4 a distance of 1000.63 feet; thence S00°36'26"E parallel with the East line of said NE1/4 a distance of 961.92 feet to a point on the North line of deed recorded in Book 768 page 233, records of Morgan County, Colorado; thence S89°15'14"W parallel with the South line of the W1/2NE1/4 of said Section 26 a distance of 72.14 feet; thence S00°32'21"E along the west line of said deed and parallel with the East line of said W1/2NE1/4 a distance of 218.70 feet to a point on the South line of said W1/2NE1/4; thence S89°15'14"W along said South line a distance of 391.28 feet to a point on the westerly right of way of County Road 17.5 as shown on plat recorded March 13, 2007 at Reception No. 1500209, records of Morgan County, Colorado; thence N46°32'42"W along said right of way a distance of 719.30 feet to a point on the West line of said NE1/4; thence N00°28'02"W along said West line a distance of 2147.89 feet to the NW corner of said NE1/4; thence N01°23'01"W along the West line of the SE1/4 of said Section 24, a distance of 2680.34 feet to the NW corner of said SE1/4; thence N89°31'58"E along the North line of said SE1/4 a distance of 1314.62 feet to the NE corner of the NW1/4SE1/4 of said Section 24; thence S01°31'58"E along the East line of said NW1/4SE1/4 a distance of 1341.78 feet to the SE corner thereof; thence N89°41'20"E along the North line of the SE1/4SE1/4 of said Section 24, a distance of 1320.85 feet to the NE corner thereof; thence S01°28'41"E along the East line of said SE1/4 a distance of 1294.32 feet to the SE corner of said Section 24; thence S00°36'26"E along the East line of the NE1/4 of said Section 25 a distance of 2677.41 feet to the point of beginning, according to boundary survey by Michael E. Anderson dated February 6, 2014, EXCEPT that parcel described in deed recorded in Book 1191 at page 4, records of Morgan County, Colorado.

and commonly known as VACANT

	Title Insurance Commitment
	ISSUED BY <b>Stewart Guaranty Title Company</b>
<b>Schedule BI</b>	


**SCHEDULE B - SECTION I  
REQUIREMENTS**

Commitment No: NCT23658

The Following are requirements to be complied with; otherwise to be shown as exceptions in the policy:

- A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate or interest to be insured described in this Commitment.
- B. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- C. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to wit:
  - 1. Proper Deed from 7/S LAND AND CATTLE COMPANY, LLC to TO BE DETERMINED, conveying the land described herein.
  - 2. Dollar amount of Policy coverage must be provided to the Company.
  - 3. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B - Section II and a Schedule C (if applicable) with matching Commitment Numbers.

	Title Insurance Commitment
	ISSUED BY <b>Stewart Title Guaranty Company</b>
<b>Schedule BII</b>	

## SCHEDULE B-SECTION II EXCEPTIONS

Commitment No: **NCT23658**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

### ADDITIONAL EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

8. Reservation as contained in United States Patent recorded **OCTOBER 13, 1911** in Book 82 at Page 118 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.

9. Right of way for ROAD purposes as specified in ROAD PETITION recorded **MAY 26, 1909** in Book 73 at Page 4, said road to be not less than 60 feet in width.

10. **HICKAM DRAIN DITCH** and rights of way therefor, as evidenced by Map and Sworn Statement recorded **OCTOBER 23, 1931** in Map Book 4 at Page 13.

Commitment Schedule B-II

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11. **SPRING RESERVOIR AND DITCH** and rights of way therefor, as evidenced by Map and Sworn Statement recorded May 1, 1910 in Map Book 2 at page 25.
12. **WELDON VALLEY EXTENSION CANAL** and rights of way therefor, as evidenced by Map and Sworn Statement recorded JUNE 25, 1907 in Map Book 1 at Page 29.
13. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by E. PERRY HICKMAN A/K/A A.P. HICKMAN in the Deed to M. H. PORTER recorded JUNE 10, 1949 in Book 460 at Page 196, and any and all assignments thereof or interests therein.
14. An undivided 3/4THS interest in all oil, gas and other mineral rights, as reserved by M. H. PORTER in the Deed to JAMES E. ALISHOUSE AND MARY R. ALISHOUSE recorded JULY 9, 1962 in Book 659 at Page 461, and any and all assignments thereof or interests therein.
15. Covenants, conditions, restrictions, terms and obligations, which do not contain a forfeiture or reverter clause, as contained in INSTRUMENT recorded APRIL 17, 1963 in Book 671 at Page 65.
16. Right of Way for COUNTY ROAD T.5 along the SOUTHERLY side of subject property as its currently exists and is in use.
17. Right of way for road purposes as shown on the Fort Morgan Master Street Plan recorded September 1, 1981 in Plat Book 5 at Page 93, and as shown on Comprehensive Plan update recorded April 21, 2004 in Plat Book 10 at page 128.
18. Terms, conditions, provisions, agreements, burdens and obligations as contained in Affidavit of Permissive Use recorded November 1, 1968 in Book 710 at page 356.
19. Reciprocal Right of Refusal by and between Robert F. Datter and Janet R. Datter and Eugene F. Ziegler and Margaret Ann Zieger, their heirs and assigns, recorded June 5, 1992 in Book 943 at page 966.
20. Easement and right of way for access and utility purposes as granted by ROBERT F. DATTERI AND JANET A. DATTERI to Eugene F. Ziegler and Margaret Ann Ziegler as contained in instrument recorded June 5, 1992, in Book 943 at Page 963, the location of said easement and right of way are more specifically defined in said document.
21. Easement and right of way for pipeline purposes as granted by Robert F. Datter and Janet R. Datter to Morgan Heights Water and Sewer, Inc. as contained in instrument recorded November 23, 1998, in Book 1042 at Page 301, the location of said easement and right of way are more specifically defined in said document.
22. Easement and right of way for ntility purposes as granted by Robert F. Datter and Janet R. Datter to Public Service Company of Colorado as contained in instrument recorded August 16, 2001, in Book 1096 at Page 101, the location of said easement and right of way are more specifically defined in said document.
23. Easements for utility and access purposes as shown on the recorded plat of DATTERI MINOR SUBDIVISION PLAT, recorded in Book 10 at Page 31.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in SUBSCRIPTION AGREEMENT between R.F. DATTERI and J.R. DATTERI and RIVERSIDE WATER COMPANY LLC recorded SEPTEMBER 27, 2007 at Reception No. 845346.
25. Easement and right of way for irrigation water pipeline purposes as granted by Robert Lee Kembel, et al to Imagine Real Estate, LLC as contained in instrument recorded October 25, 2013, at Reception 884919, the location of said easement and right of way not being specifically defined.
26. Easement and right of way for WATER LINE purposes as granted by 7/S LAND AND CATTLE COMPANY LLC to MORGAN COUNTY QUALITY WATER DISTRICT as contained in instrument recorded DECEMBER 17, 2020 at Reception No. 929577, the location of said easement and right of way are more specifically defined in said document.

27. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.

28. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.

29. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) CITY OF FORT MORGAN, COLORADO RECORDED NOVEMBER 22, 1989 IN BOOK 917 AT PAGE 513 AND (E) PANTERA ENERGY COMPANY, RECORDED NOVEMBER 9, 1981 IN BOOK 822 AT PAGE 878..

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.



**SCHEDULE B—SECTION 2**  
**CONTINUED**

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title entity conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

Commitment Schedule B-II

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No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.


NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Insurance Regulation 8-1-3, this is notification of the availability of Title Closing Protection Letters written by Stewart Title Guaranty Company.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

	Title Insurance Commitment
	ISSUED BY <b>Stewart Title Guaranty Company</b>
<b>Schedule BII</b>	

## SCHEDULE B-SECTION II EXCEPTIONS

Commitment No: **NCT23658**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

### ADDITIONAL EXCEPTIONS

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8. Reservation as contained in United States Patent recorded **OCTOBER 13, 1911** in Book 82 at Page 118 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
9. Right of way for **ROAD** purposes as specified in **ROAD PETITION** recorded **MAY 26, 1909** in Book 73 at Page 4, said road to be not less than 60 feet in width.
10. **HICKAM DRAIN DITCH** and rights of way therefor, as evidenced by Map and Sworn Statement recorded **OCTOBER 23, 1931** in Map Book 4 at Page 13.

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13. An undivided 1/2 interest in all oil, gas and other mineral rights, as reserved by E. PERRY HICKMAN A/K/A A.P. HICKMAN in the Deed to M. H. PORTER recorded JUNE 10, 1949 in Book 460 at Page 196, and any and all assignments thereof or interests therein.
14. An undivided 3/4THS interest in all oil, gas and other mineral rights, as reserved by M. H. PORTER in the Deed to JAMES E. ALISHOUSE AND MARY R. ALISHOUSE recorded JULY 9, 1962 in Book 659 at Page 461, and any and all assignments thereof or interests therein.
15. Covenants, conditions, restrictions, terms and obligations, which do not contain a forfeiture or reverter clause, as contained in INSTRUMENT recorded APRIL 17, 1963 in Book 671 at Page 65.
16. Right of Way for COUNTY ROAD T.5 along the SOUTHERLY side of subject property as its currently exists and is in use.
17. Right of way for road purposes as shown on the Fort Morgan Master Street Plan recorded September 1, 1981 in Plat Book 5 at Page 93, and as shown on Comprehensive Plan update recorded April 21, 2004 in Plat Book 10 at page 128.
18. Terms, conditions, provisions, agreements, burdens and obligations as contained in Affidavit of Permissive Use recorded November 1, 1968 in Book 710 at page 356.
19. Reciprocal Right of Refusal by and between Robert F. Datteri and Janet R. Datteri and Eugene F. Ziegler and Margaret Ann Zieger, their heirs and assigns, recorded June 5, 1992 in Book 943 at page 966.
20. Easement and right of way for access and utility purposes as granted by ROBERT F. DATTERI AND JANET A. DATTERI to Eugene F. Ziegler and Margaret Ann Ziegler as contained in instrument recorded June 5, 1992, in Book 943 at Page 963, the location of said easement and right of way are more specifically defined in said document.
21. Easement and right of way for pipeline purposes as granted by Robert F. Datteri and Janet R. Datteri to Morgan Heights Water and Sewer, Inc. as contained in instrument recorded November 23, 1998, in Book 1042 at Page 301, the location of said easement and right of way are more specifically defined in said document.
22. Easement and right of way for utility purposes as granted by Robert F. Datteri and Janet R. Datteri to Public Service Company of Colorado as contained in instrument recorded August 16, 2001, in Book 1096 at Page 101, the location of said easement and right of way are more specifically defined in said document.
23. Easements for utility and access purposes as shown on the recorded plat of DATTERI MINOR SUBDIVISION PLAT, recorded in Book 10 at Page 31.
24. Terms, conditions, provisions, agreements, burdens and obligations as contained in SUBSCRIPTION AGREEMENT between R.F. DATTERI and J.R. DATTERI and RIVERSIDE WATER COMPANY LLC recorded SEPTEMBER 27, 2007 at Reception No. 845346.
25. Easement and right of way for irrigation water pipeline purposes as granted by Robert Lee Kembel, et al to Imagine Real Estate, LLC as contained in instrument recorded October 25, 2013, at Reception 884919, the location of said easement and right of way not being specifically defined.
26. Easement and right of way for WATER LINE purposes as granted by 7/S LAND AND CATTLE COMPANY LLC to MORGAN COUNTY QUALITY WATER DISTRICT as contained in instrument recorded DECEMBER 17, 2020 at Reception No. 929577, the location of said easement and right of way are more specifically defined in said document.

27. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.

28. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.

29. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; (D) CITY OF FORT MORGAN, COLORADO RECORDED NOVEMBER 22, 1989 IN BOOK 917 AT PAGE 513 AND (E) PANTERA ENERGY COMPANY, RECORDED NOVEMBER 9, 1981 IN BOOK 822 AT PAGE 878..

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.

**SCHEDULE B-SECTION 2  
CONTINUED**

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title entity conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

Commitment Schedule B-II

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No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Insurance Regulation 8-1-3, this is notification of the availability of Title Closing Protection Letters written by Stewart Title Guaranty Company.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**Stewart Title Guaranty Company Privacy Notice 2 (Rev 01/2015)  
Independent Agencies and Unaffiliated Escrow Agents**

**WHAT DOES *Northern Colorado Title* DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Stewart Title Guaranty Company and its affiliates ("Northern Colorado Title"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as *Northern Colorado Title*, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does _____ Notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does _____ protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does _____ collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact Us**

If you have any questions about this privacy notice, please contact us at: Northern Colorado Title  
970-867-0233



# Stewart Title Guaranty Company Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers  
Category B: California Customer Records personal information categories  
Category C: Protected classification characteristics under California or federal law  
Category D: Commercial Information  
Category E: Biometric Information  
Category F: Internet or other similar network activity  
Category G: Geolocation data  
Category H: Sensory data  
Category I: Professional or employment-related information  
Category J: Non-public education information  
Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

# **PROOF OF UTILITIES & ACCESS**

Water

Sewer

Ditch Company

CDOT or Road & Bridge

Architecture Control Approval

Any other utilities or access documentation



5821  
Lot #1

**MORGAN COUNTY QUALITY WATER DISTRICT  
CONTRACT FOR SERVICE**

Tap #3009  
Eng. #2019-26 Node  
**313**  
Account #005376

NAME OF CUSTOMER 7/S Land and Cattle Company  
BILL TO ADDRESS: 9 Carrie Court, Fort Morgan, CO 80701  
TELEPHONE #: 970-381-9588

Customer contract for Residential X, Multi-family Residential \_\_\_\_\_, or Commercial Potable \_\_\_\_\_ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

A. Tap cost: Tap Equivalents X Total Tap Cost + Inclusion Fee + Line Reimbursement - Paid at Signing = Balance Due

Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
<b>1</b>	\$9,500	\$32,000	\$41,500	n/a		<b>\$41,500</b>	<b>\$0.00</b>
Line installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on property owned by Customer ("Property") at the Property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. **After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.**

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned to Property described on the attached Engineering Study, Exhibit A located in E1/2NE1/4 Section 25, Township 4 North, Range 58 West, Parcel #104125000001. The tap cannot be sold or conveyed separate from the Property or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the Property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the Property for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone other than Customer occupies the Property and uses the tap, Customer shall remain responsible for compliance with this contract.

H. In the event that the Customer elects to terminate service, upon 30-days advance written notice by Customer of such action, the District may terminate this contract for service and the tap shall be considered abandoned.

I. Customer agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. The minimum payment established from time to time by the Board shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, and failure of the Property to be included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the Property that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential water service is based on a maximum water demand of 0.7acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate.

N. The District is responsible only to make available to the Property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. The District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure, or pressure reducing valves or booster pumps.

O. Customer is the owner and is solely responsible for installation, maintenance, repair, and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

P. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the Property to inspect and test such devices.

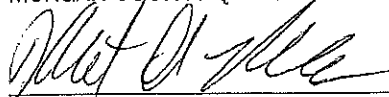
Q. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.

R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

S. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

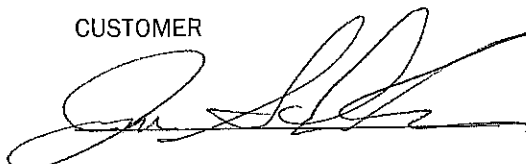
Dated: November 8, 2019

MORGAN COUNTY QUALITY WATER DISTRICT



General Manager

CUSTOMER



REVISED 3/19/21

MORGAN COUNTY QUALITY WATER  
DISTRICT  
CONTRACT FOR SERVICE

Jeff & Cindy  
Lot #2  
Tap #3030  
Eng. #2019-26 Node  
313  
Account #005400

NAME OF CUSTOMER 7/S Land and Cattle Company  
BILL TO ADDRESS: 9 Carrie Court, Fort Morgan, CO 80701  
TELEPHONE #: 970-381-9588

Customer contract for Residential X, Multi-family Residential \_\_\_\_\_, or Commercial Potable \_\_\_\_\_ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

A. Tap cost: Tap Equivalents X Total Tap Cost + Inclusion Fee + Line Reimbursement – Paid at Signing = Balance Due

Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
1	\$9,500	\$32,000	\$41,500	n/a		\$41,500	\$0.00
Line installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on property owned by Customer ("Property") at the Property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. **After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.**

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned to Property described on the attached Engineering Study, Exhibit A located in W1/2SE1/4 Section 24, Township 4 N, Range 58 West, Parcel #104124000013, 17545 County Road V. The tap cannot be sold or conveyed separate from the Property or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the Property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the Property for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone

other than Customer occupies the Property and uses the tap, Customer shall remain responsible for compliance with this contract.

H. In the event that the Customer elects to terminate service, upon 30-days advance written notice by Customer of such action, the District may terminate this contract for service and the tap shall be considered abandoned.

I. Customer agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. The minimum payment established from time to time by the Board shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, and failure of the Property to be included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the Property that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential water service is based on a maximum water demand of 0.7acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate.

N. The District is responsible only to make available to the Property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. The District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure, or pressure reducing valves or booster pumps.

O. Customer is the owner and is solely responsible for installation, maintenance, repair, and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

P. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the Property to inspect and test such devices.

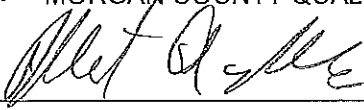
Q. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.

R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

S. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

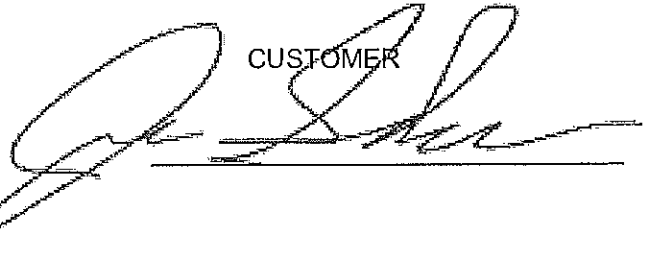
Dated: July 2, 2020

- MORGAN COUNTY QUALITY WATER DISTRICT



General Manager

CUSTOMER



Lee's Lot #3

**MORGAN COUNTY QUALITY WATER DISTRICT  
CONTRACT FOR SERVICE**

Tap #3031  
Eng. #2019-26 Node  
313  
Account #005401

NAME OF CUSTOMER 7/S Land and Cattle Company  
BILL TO ADDRESS: 9 Carrie Court, Fort Morgan, CO 80701  
TELEPHONE #: 970-381-9588

Customer contract for Residential X Multi-family Residential \_\_\_\_\_, or Commercial Potable \_\_\_\_\_ service with MORGAN COUNTY QUALITY WATER DISTRICT ("District") as follows:

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Tap Equivalents	Plant Investment fee	Raw Water fee	Total Tap Cost	Inclusion Fee into MCQWD	Line Reimbursement	Paid at Signing	Balance Due
<b>1</b>	\$9,500	\$32,000	\$41,500	n/a		<b>\$41,500</b>	<b>\$0.00</b>
Line installation deposit to be paid at signing= n/a							

B. Upon signing this contract, Customer shall pay the raw water fee or transfer to the District raw water approved by the District, and Customer shall also pay a deposit for the line installation from the mainline to the meter in excess of 100 feet ("line installation deposit"). The tap cost includes installation of water meter pit and meter, which shall be located on property owned by Customer ("Property") at the Property line. Customer must pay the Balance Due on or before 12 months of the date of this contract or tap activation (installation of meter and provision of water), whichever is earlier, plus any additional costs for the line installation not covered by the deposit. If not paid in full, the meter shall not be installed, this contract shall be deemed null and void, the Customer shall forfeit all rights to the tap and water service and to any refund, and the District shall retain payments by Customer. Any unused portion of the line installation deposit shall be credited to Customer. **After six months, Customer shall pay the District's monthly base rate regardless of whether the tap is activated.**

C. In the event Customer is unable to secure the approval of a governmental body necessary to construct the project that will be served by the tap on or before six months from the date of this contract, or in the event Customer is unable to secure the approval of a governmental body necessary for inclusion into the District on or before ten months from the date of this Contract, then in either event, Customer may cancel the contract within 30 days from the expiration of said time periods and the total amount paid toward the total tap fee less engineering costs shall be refunded.

D. The tap, including the right to receive water service, shall be assigned to Property described on the attached Engineering Study, Exhibit A located in E1/2NE1/4 Section 25, Township 4 North, Range 58 West, Parcel #104125000001 or W1/2SE1/4 Section 24, Township 4 N, Range 58 West, Parcel #104124000013 or W1/2NE1/4 Section 25, Township 4 North, Range 58 West, Parcel #104125000002 or SE1/4SE1/4 Section 24, Township 4 North, Range 58 West, Parcel #104124000014. The tap cannot be sold or conveyed separate from the Property or transferred to any other property or physical location or use, except Customer may transfer the tap and right to receive water service to a subsequent owner of the Property upon the District's approval of an application for a transfer/assignment.

E. Customer hereby grants to the District a right of ingress and egress over and across the Property for the purpose of installation, construction, maintenance, repair and replacement, of all appurtenances necessary for distribution and service of water to the land of Customer. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and Customer not be able to fasten the lid securely, Customer shall contact the District office to request assistance in securing the lid.

F. Customer does not have the right to use any return flows from Customer's use of the tap. Only the District may claim and take credit for or otherwise use the return flows.

G. Customer will comply with the Rules and Regulations as from time to time are promulgated by the Board of Directors of the District. Current Rules and Regulations are available from the District upon request. If someone other than Customer occupies the Property and uses the tap, Customer shall remain responsible for compliance with this contract.



H. In the event that the Customer elects to terminate service, upon 30-days advance written notice by Customer of such action, the District may terminate this contract for service and the tap shall be considered abandoned.

I. Customer agrees to pay the District such amount as may be established from time to time by the District as the water rate or charge for such water service. The minimum payment established from time to time by the Board shall be due and payable regardless of the quantity of water used.

J. In the event of delinquency of any monthly service charges or other violation of its Rules and Regulations, including but not limited to unmetered water use, illegal cross-connections, and failure of the Property to be included in the District, the District may suspend or discontinue water service. Until paid, all fees, rates, charges, or penalties shall constitute a perpetual lien on and against the Property that runs with the land, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado and any Rules adopted by the District.

K. Residential taps shall not be used to serve more than one single-family residence on the Property, plus restrooms in non-residential outbuildings on the Property, for each Tap Equivalent associated with the residential tap. The District may require purchase of additional Tap Equivalents if the demand exceeds 0.7acre feet per calendar year per Tap Equivalent in more than two consecutive years.

L. The raw water fee for commercial potable and multi-family residential water service is based on a maximum water demand of 0.7acre feet per calendar year per Tap Equivalent ("maximum annual demand"). If Customer's actual usage exceeds the maximum annual demand ("overage") in any two consecutive years, then the District shall notify the Customer of the overage. Within 60 days after notice is given, Customer and the District shall take sufficient measures approved by the District to prevent future overages. The District may require installation of a flow reduction valve at the expense of Customer to prevent future overages. The design of any flow reduction valve shall be approved by the District. Subject to availability and approval by the District, the District in its sole discretion may allow the Customer to purchase additional Tap Equivalents to increase the maximum annual demand at the cost per Tap Equivalent then charged by the District.

M. The tap is designed for a flow rate not to exceed 20 gpm, and customer agrees not to take delivery of water at a greater rate.

N. The District is responsible only to make available to the Property such water at such pressure and flow rate as may be available at the point of delivery as a result of the District's normal operation of its water distribution system. The District does not guarantee an uninterrupted supply of water. Water service may be limited or interrupted at any time for many reasons, such as emergencies, events beyond the District's control, and repairs, maintenance, and improvements or replacement of the main lines or other portions of the system. The pressure and flow rates within the system vary depending upon location and season and other factors. The District recommends Customer consult with the District before Customer installs any lawn irrigation or other systems that require a specified flow rate, minimum pressure, or pressure reducing valves or booster pumps.

O. Customer is the owner and is solely responsible for installation, maintenance, repair, and replacement of lines and facilities on Customer's property between the water meter and Customer's point of use. The District bears no responsibility whatsoever for Customer's lines and facilities.

P. Customer shall not cause or allow any foreign substances, chemicals, or other pollutants of any kind or nature to enter the District's water system through backflow or otherwise. Customer is responsible for the installation and testing of approved backflow prevention devices beyond the meter, which devices must meet or exceed standards required by applicable laws and the District's Rules and Regulations. Customer shall allow the District access to the Property to inspect and test such devices.

Q. Customer shall indemnify and hold the District harmless from any claims, demands, or judgments or other liability for loss, injury, or damage to any persons or property, including District personnel and property, which the District may incur as a result of or arising out of the acts or omissions of Customer or Customer's use of, or connection to, the District's system, except to the extent caused by the negligent acts or omissions of the District.

R. Failure of the District to enforce any provision of this contract or any of the District's rules or regulations shall not give rise to any claim or defense of laches, waiver, or estoppel.

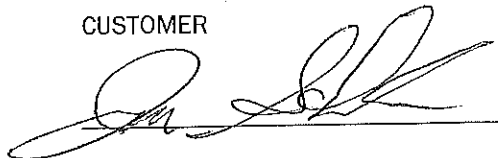
S. This contract is a condition of water service and binding upon the heirs, successors and assigns of Customer.

Dated: July 2, 2020

MORGAN COUNTY QUALITY WATER DISTRICT

CUSTOMER

\_\_\_\_\_, General Manager

\_\_\_\_\_



District Headquarters - 700 Columbine St., Sterling, CO 80751  
(970) 522-3741 - 877-795-0646 - [www.nchd.org](http://www.nchd.org)

February 25, 2022

Bob Elrick  
16547 MCR 17.7  
Fort Morgan, CO 80701

Dear Mr. Elrick:

Northeast Colorado Health Department (NCHD) has no objection to the 7/S Land & Cattle Minor Sub-division consisting of three lots located in the SE 1/4 of Section 24 and the NE 1/4 of section 25, Township 4N, Range 58W of the 6<sup>th</sup> P.M., Morgan County, Colorado. Total acres involved are approximately 32.05.

Lot one will be approximately 3.0 acres. Said property is currently vacant, potable water will be supplied by the Morgan County Quality Water District.

Lot two will be approximately 24.97 acres. Said property, home is currently under construction located at 17545 MCR V. This department has an Onsite Wastewater Treatment System (OWTS) application on file #M21-29. The OWTS has not been installed as of the date of this letter. Potable water on said lot is served by the Morgan County Water Quality District.

Lot three will be approximately 4.08 acres. Said property has an existing residence at 19961 MCR 18, with an existing OWTS Permit # M19-93. Potable water on said lot is served by the Morgan County Water Quality District.

Prior to building a residence, or if a current OWTS were to fail, the owner(s) shall obtain from this office an application to install or repair an OWTS, and remit the appropriate fee. Construction of an OWTS shall conform to all Northeast Colorado Health Department Onsite Wastewater Treatment System Regulations. Including, but not limited to, setback distances from wells, creeks, irrigation ditches, property lines, buildings, high water, floodway and other septic systems.

If there are any questions please call me at (970) 867-4918 ext. 2262

Sincerely,

A handwritten signature in black ink, appearing to read "Melvin Bustos". The signature is fluid and cursive, with a prominent loop at the end.

Melvin Bustos  
Environmental Health Manager  
Northeast Colorado Health Department



# Morgan County Rural Electric Association

734 Barlow Road • P.O. Box 738 • Fort Morgan, Colorado 80701

(970) 867-5688 • FAX: (970) 867-3277 • e-mail: customerservice@mcrea.org



A Touchstone Energy Cooperative  
The power of human connections.

January 20, 2022

Morgan County Planning and Zoning  
Attn: Pam Cherry, Administrator  
231 Ensign Street  
P.O. Box 596  
Fort Morgan, CO 80701-2307

**RE: Certification of Electric Power  
SE ¼ of Sec 24, T4N, R58W  
NE ¼ of Sec 25, T4N, R58W  
7/S Land and Cattle Company, LLC**

This letter is in regard to a request to provide certification to the Morgan County Planning and Zoning Commission, that we can provide sufficient electric power for 7/S Land and Cattle Company, LLC in the Southeast Quarter of Section 24, Township 4 North, Range 58 West, and the Northeast Quarter of Section 24, Township 4 North, Range 58 West.

Morgan County REA presently has electric distribution lines near this property, and will be able to provide electric service to the proposed site.

We hope this letter will suffice. If we can be of any further assistance, please feel free to contact the office.

Sincerely,

Kevin Martens  
Field Engineer



DRV 18-0.5-W2-T.5

LOT #B

19961 CR18

Joey

Road & Bridge Department

November 14, 2019

Jeffery L. Schneider  
#9 Carrie Court  
Fort Morgan, CO 80701  
7/S Land & Cattle Company

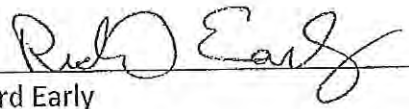
Dear Mr. Schneider,

Morgan County Highway Department has no objection to the use of a present driveway located onto Morgan County Road 18 as access to the property located at:

E ½ NE ¼ of Section 25, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M.  
GPS Coordinates taken using a Jamar RAC Geo II Counter, Serial # P52322  
GPS Coordinates at the centerline of the driveway: 40.289680 Latitude  
103.810490 Longitude

The maximum width allowed for this driveway is 30 feet. At this time no culvert is required. If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired, the landowner will assume all costs; and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. The culvert may be purchased from the County and the County may do the actual installation upon signed agreement between parties.

Sincerely,

  
Richard Early  
Bridge Manager

RE/cb



LOT #2

17545 CRV



## Road & Bridge Department

---

8-18-2020

✓ Jeff & Cindy Schneider  
9 Carrie Ct  
Fort Morgan, CO. 80701

Dear Jeff & Cindy

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road V as access to the property located at:

Northwest Section 24, Township 4, North Range 58 West of the 6<sup>th</sup> P.M.

GPS Coordinates taken using a Jamar RAC Geo II Counter

GPS Coordinates at the centerline of the driveway: 40.294615 Latitude  
-103.815295 Longitude

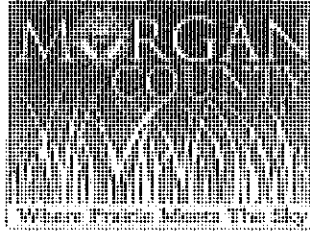
The maximum width allowed for this driveway is 40 feet. At this time no culvert is required. If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired. The landowner will assume all costs; and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. Culverts that meet Morgan County specifications may be purchased directly from the County, however; Morgan County cannot complete the installation.

Sincerely,

James Rehn  
Bridge Manager  
Morgan County Government

CLDV-1.3-W2.25-17

Called Bob @ 11:30am 1/24/22  
told him letter was ready



LOT #3

## Road & Bridge Department

1-24-2022

Jeff Schneider  
#9 Carrie Court  
Fort Morgan, CO. 80701

Jeff,

Morgan County Highway Department has no objection to the use of a new driveway located onto Morgan County Road V as access to the property located at:

### Property Legal Description

South East  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 25, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M.

GPS Coordinates taken using a Jamar RAC Geo II Counter

GPS Coordinates at the centerline of the driveway:

40.2969 Latitude

-103.8153 Longitude

The maximum width allowed for this driveway is 40 feet. An 21 inch culvert is required and will need to be installed at the landowner's expense. If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired. The landowner will assume all costs; and driveway must meet Morgan County specifications. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. Culverts that meet Morgan County specifications may be purchased directly from the County, however; Morgan County cannot complete the installation.

Sincerely,

James Rehn  
Bridge Manager  
Morgan County Government

James Rehn  
Bridge Manager  
Morgan County Government



MORGAN COUNTY ROAD AND BRIDGE DEPARTMENT  
REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By: Name: Jeff Schneider 75 LAND & CONCRETE

Address: #9 Carrie Ct

City/State/Zip: Fort Morgan CO 80701

Phone: 970-381-2588 BOB ECKERT 970-768-0909

Legal Description: SE 1/4 Section 24 and NE 1/4 of Section 25 T4N R58W 6th PM

Present Driveway Location: None

New Driveway Location: Road V

If this letter is to be mailed to an address different from above indicate:

Name: BOB ECKERT

Address: 16547 CR 17.7

City/State/Zip: Fort Morgan CO 80701

Phone: 970-768-0909

Submit this request to: Morgan County Road and Bridge Department;  
Attn: James Rehn - Bridge Manager  
17303 Co Rd S  
P.O. Box 516  
Fort Morgan, CO 80701  
(970) 542-3560 Fax (970) 542-3569

For Office Use Only

Determination: \_\_\_\_\_

GPS Coordinates, Centerline of Driveway in relation to road: Latitude: 40.2969

Longitude: 103.8153

Maximum Width of Driveway: 40 Feet

Culvert Required: YES / NO If yes, Size: 21 Inch

Driveway Address Code: CLAV-1.3-WB-25-17

Received by: [Signature]

Date: 1-24-22

Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

**INFORMATION REGARDING**  
**ENVIRONMENTAL IMPACTS**

Air Quality

Dust

Existing Vegetation

Land Forms

Noise

Odor

Storm Water Runoff

Water Resources

Wetlands

Wildlife

Visual Amenities

Any Other Environmental Impacts

## **REFERRALS & RESPONSES**

Referrals Sent

Responses Received from Referrals

Landowner Letter

Landowner Letter Responses

PC Notification

Public Comments or Concerns Received



## MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Division of Wildlife	Century Link
Morgan County Assessor	Kinder Morgan, Inc.
Morgan County Quality Water	Morgan County Communications Center
Morgan County Rural Electric Assoc.	Morgan County Road & Bridge
Morgan County Sheriff Dept.	Morgan Soil Conservation District
Northeast Colorado Health Dept.,	Fort Morgan Rural Fire District
Northern Colorado Water Cons Dist.	Xcel Energy
Farm Service Agency, USDA	Lower South Platte Water Conservancy District
City of Fort Morgan	Bijou Irrigation
Morgan Heights Water & Sewer	Riverside Irrigation
	Lower Platte & Beaver Canal Co.

FROM: Nicole Hay, Morgan County Planning Administrator  
231 Ensign St, PO Box 596, Fort Morgan, CO 80701  
970-542-3526 / 970-542-3509 fax /  
[nhay@co.morgan.co.us](mailto:nhay@co.morgan.co.us)

DATE: March 3, 2022

RE: Land Use Application -- Minor Subdivision

The following Application for a Minor Subdivision has been submitted to Morgan County. Please review and provide any comments you may have. The application will be considered by the Planning Commission on April 11, 2022 at 7:00 p.m. in the assembly room, 231 Ensign St. Fort Morgan CO.

**Applicants and Landowners:** 7S Land & Cattle Company, LLC

**Legal Description:** SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4N, Range 58W of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known 17545 Co Road V and 19961 Co Road 18, Fort Morgan, Colorado 80701.

**Request:** For a 3 lot minor subdivision. The total is 32.05 acres being used for new home sites. Lots 2 and 3 are currently developed; Lot 1 is to be developed

Please offer any comments or concerns you may have about this application by March 18, 2022. Do not hesitate to contact me at any time if you have questions. **(Site map attached)**



Right of Way & Permits

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: 303.571.3306  
Facsimile: 303. 571. 3284  
donna.l.george@xcelenergy.com

March 17, 2022

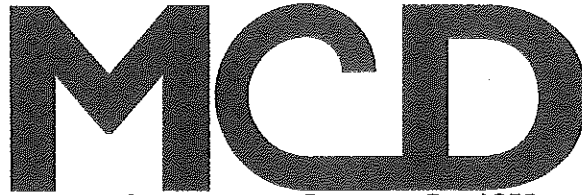
Morgan County Planning and Building Department  
231 Ensign / PO Box 596  
Fort Morgan, CO 80701

Attn: Charlotte Bolduc and Nicole Hay

**Re: 7S Land and Cattle**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the minor subdivision for **7S Land and Cattle** and has **no apparent conflict**.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Morgan Conservation District Est. 1955

200 West Railroad Avenue, Fort Morgan, CO 80701  
970-427-3362 • [morganconservationdistrict@gmail.com](mailto:morganconservationdistrict@gmail.com)  
[www.morganconservationdistrict.com](http://www.morganconservationdistrict.com)

Morgan County Planning and Building Department  
231 Ensign Street  
Fort Morgan, CO, 80701

To Whom in May Concern:

The Morgan Conservation District has reviewed the 7/S Land & Cattle Company LLC Minor Subdivision Application. The District would like to make the suggestion of controlling wind and soil erosion during construction or the planning and zoning process through the implementation of a windbreak. The District can assist with design and planning of a windbreak if needed.

Please let us know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Madeline Hagan', written in a cursive style.

Madeline Hagan  
District Manager



Charlotte Bolduc &lt;cbolduc@co.morgan.co.us&gt;

---

**Referral Memo 7/S Land and Cattle**

2 messages

**Charlotte Bolduc** <cbolduc@co.morgan.co.us>

Wed, Mar 2, 2022 at 2:39 PM

To: Bruce Bass <bbass@co.morgan.co.us>, Century Link - Brian Vance <Brian.Vance@centurylink.com>, Cynthia Lefever <fmrco@outlook.com>, Danette Martin <djmartin@co.morgan.co.us>, David Martin <dmartin@co.morgan.co.us>, Don Chapman <dc@rivid.org>, J Struble <jstruble@northernwater.org>, JM Frank <jmfrank@lspwcd.org>, John Goodman <jgoodman@co.morgan.co.us>, Kinder Morgan - Jeff Voltattorni <Jeff.Voltattorni@elpaso.com>, MCQW - Kay Zarbock <kzarbock@mcqwd.org>, MCQW - Kent Pflager <kpflager@mcqwd.org>, MCREA - Kevin Martens <kmartens@mcrea.org>, Mel Bustos <melb@nchd.org>, Roger Doll <rdoll@co.morgan.co.us>, Soil Conservation Dist - Danielle French <morganconservationdistrict@gmail.com>, Tim Amen <tamen@co.morgan.co.us>, Todd Cozad <todd.cozad@state.co.us>, Wiggins Rural Fire <wigginsruralfire@gmail.com>, Xcel - Donna George <Donna.L.George@xcelenergy.com>, Brent Nation <brent.nation@cityoffortmorgan.com>, steve.glammeier@cityoffortmorgan.com


Cc: Nicole Hay <nhay@co.morgan.co.us>

I have attached the referral memo, site plan and notification map. If you have any questions, please let me know. Thank you.


Charlotte Bolduc  
Planning Technician  
Planning/Zoning Department  
231 Ensign St.  
Fort Morgan, CO 80701  
970-542-3526  
[cbolduc@co.morgan.co.us](mailto:cbolduc@co.morgan.co.us)

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**3 attachments**

 **Referral Memo -7S Land & Cattle-Minor Sub.docx**  
97K

 **7S LAND AND CATTLE MS PRELIM.PDF.pdf**  
421K

 **MapPrint\_7S Land & Cattle.pdf**  
512K

---

**Brent Nation** <brent.nation@cityoffortmorgan.com>

Thu, Mar 3, 2022 at 8:57 AM

To: Charlotte Bolduc &lt;cbolduc@co.morgan.co.us&gt;

Charlotte,



The City of Fort Morgan does not have an issue with this referral.

Thanks,

**Brent M. Nation**

*Director of Utilities and Public Works*

*City of Fort Morgan*

970-370-6558 (o)

970-768-2352 (c)

710 East Railroad Avenue

Fort Morgan, CO 80701

---

**From:** Charlotte Bolduc <[cbolduc@co.morgan.co.us](mailto:cbolduc@co.morgan.co.us)>

**Sent:** Wednesday, March 2, 2022 2:39 PM

**To:** Bruce Bass <[bbass@co.morgan.co.us](mailto:bbass@co.morgan.co.us)>; Century Link - Brian Vance <[Brian.Vance@centurylink.com](mailto:Brian.Vance@centurylink.com)>; Cynthia Lefever <[fmrico@outlook.com](mailto:fmrico@outlook.com)>; Danette Martin <[djmartin@co.morgan.co.us](mailto:djmartin@co.morgan.co.us)>; David Martin <[dmartin@co.morgan.co.us](mailto:dmartin@co.morgan.co.us)>; Don Chapman <[dc@rivid.org](mailto:dc@rivid.org)>; J Struble <[jstruble@northernwater.org](mailto:jstruble@northernwater.org)>; JM Frank <[jmfrank@lspwcd.org](mailto:jmfrank@lspwcd.org)>; John Goodman <[jgoodman@co.morgan.co.us](mailto:jgoodman@co.morgan.co.us)>; Kinder Morgan - Jeff Voltattorni <[Jeff.Voltattorni@elpaso.com](mailto:Jeff.Voltattorni@elpaso.com)>; MCQW - Kay Zarbock <[kzarbock@mcqwd.org](mailto:kzarbock@mcqwd.org)>; MCQW - Kent Pflager <[kpflager@mcqwd.org](mailto:kpflager@mcqwd.org)>; MCREA - Kevin Martens <[kmartens@mcrea.org](mailto:kmartens@mcrea.org)>; Mel Bustos <[melb@nchd.org](mailto:melb@nchd.org)>; Roger Doll <[rdoll@co.morgan.co.us](mailto:rdoll@co.morgan.co.us)>; Soil Conservation Dist - Danielle French <[morganconservationdistrict@gmail.com](mailto:morganconservationdistrict@gmail.com)>; Tim Amen <[tmamen@co.morgan.co.us](mailto:tmamen@co.morgan.co.us)>; Todd Cozad <[todd.cozad@state.co.us](mailto:todd.cozad@state.co.us)>; Wiggins Rural Fire <[wigginsruralfire@gmail.com](mailto:wigginsruralfire@gmail.com)>; Xcel - Donna George <[Donna.L.George@xcelenergy.com](mailto:Donna.L.George@xcelenergy.com)>; Brent Nation <[brent.nation@cityoffortmorgan.com](mailto:brent.nation@cityoffortmorgan.com)>; Steve Glammeyer <[steve.glammeyer@cityoffortmorgan.com](mailto:steve.glammeyer@cityoffortmorgan.com)>

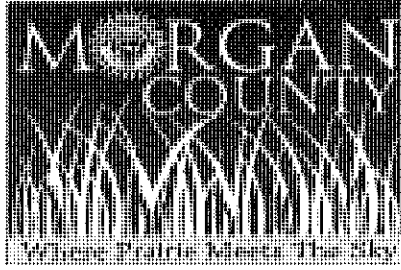
**Cc:** Nicole Hay <[nhay@co.morgan.co.us](mailto:nhay@co.morgan.co.us)>

**Subject:** Referral Memo 7/S Land and Cattle

**Warning**

This message originated from outside of the City of Fort Morgan. Do not click any links or open any attachments unless you trust the sender and you are expecting this message.

[Quoted text hidden]



## MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

March 3, 2022

Dear Neighboring Landowners:

7S Land & Cattle Company, LLC as applicants and landowners have submitted an application to our office for a 3 lot minor subdivision. The total is 32.05 acres being used for new home sites. Lots 2 and 3 are currently developed; Lot 1 is to be developed. Located: SE  $\frac{1}{4}$  of Section 24 and in the NE  $\frac{1}{4}$  of Section 25, Township 4N, Range 58W of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known 17545 Co Road V and 19961 Co Road 18, Fort Morgan, Colorado 80701.

This application will be heard by the Planning Commission at a **public hearing on Monday, April 11, 2022 at 7:00 P.M.** and Board of County Commissioners at a **public meeting on Tuesday, April 26, 2022 at 9:00 A.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado. Landowners within  $\frac{1}{4}$  mile of the property are notified of the application and hearing date.

If you have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526, or you may review the application in the Planning office located in the County Administration Building, 231 Ensign St., Fort Morgan, Colorado.

Sincerely,

Nicole Hay  
Planning Administrator

[illegible]

7/S LAND AND CATTLE COMPANY LLC  
9 CARRIE CT  
FORT MORGAN, CO 80701

ROBERTS, MARJORIE F  
17643 CO RD U  
FORT MORGAN, CO 80701

WHITE, LINDA H  
17500 CO RD V  
FORT MORGAN, CO 80701

CHRISTIANS, JERAMIE & MARIA  
17405 CO RD U  
FORT MORGAN, CO 80701

KEMBEL, KYLE L  
19252 CO RD T  
FORT MORGAN, CO 80701

POGORELZ, RUTH V  
20389 CO RD 17  
FORT MORGAN, CO 80701

WICKHAM, HOWARD E & JUDY L LIVING TRUSTS  
90 BACHAR DR  
FORT MORGAN, CO 80701

JESS, BRYCE & SABRINA  
111 BACHAR DR  
FORT MORGAN, CO 80701

DAVIES, GARY W & GAIL L  
109 BACHAR DR  
FORT MORGAN, CO 80701

GENTRY, LEWIS WAYNE & VITA MARIA  
110 BACHAR DR  
FORT MORGAN, CO 80701

WILSON, RANDY R & SARAH C  
99 BACHAR DR  
FORT MORGAN, CO 80701

RHOADES, MERLE DEAN & LYNDA CAROL  
104 BACHAR DR  
FORT MORGAN, CO 80701

LARSON PROPERTIES LLC  
5 YATES TERRACE  
FORT MORGAN, CO 80701

FRANK, JOSHUA  
079 BACHAR DR  
FORT MORGAN, CO 80701

PETERSEN, JEFFREY &  
BAIER, HEATHER  
112 BACHAR DR  
FORT MORGAN, CO 80701

SHINAULT, ROY & SHAWNA  
77 BACHAR DR  
FORT MORGAN, CO 80701

TRAMP, PARRY J & SARA B  
74 BACHAR DR  
FORT MORGAN, CO 80701

GONZALES, ELIZABETH  
1010 NANCY ST  
FORT MORGAN, CO 80701

SEPULVEDA, ERIC &  
LYONS, MELISSA FAYE  
105 BACHAR DR  
FORT MORGAN, CO 80701

KOHLER, CAMI  
106 BACHAR DR  
FORT MORGAN, CO 80701

NOLETUBBY, DAVID  
107 BACHAR DR  
FORT MORGAN, CO 80701

MEJIA, AMILCAR F CAMPOS  
221 ASPEN ST  
FORT MORGAN, CO 80701

ALBERT, DARRYL  
1245 MEADOWSWEET RD  
GOLDEN, CO 80401

CHERRY, WARREN D & BRENDA L  
100 BACHAR DR  
FORT MORGAN, CO 80701

KLASSEN, EDWARD JAMES & VICKI LYNN  
101 BACHAR DR  
FORT MORGAN, CO 80701

LEE, JUSTIN & KADIE  
80 BACHAR DR  
FORT MORGAN, CO 80701

SHARP, LOREN & HEATHER  
17226 CO RD U  
FORT MORGAN, CO 80701

PRINCE, HYRUM & AMY  
64 BACHAR DR  
FORT MORGAN, CO 80701

BOVET, CLAIRE &  
JOHNSON, CHARLES TUCKER  
65 BACHAR DR  
FORT MORGAN, CO 80701

KAUFFMAN, JARROD ALAN & KAYLA GRACE  
66 BACHAR DR

FORT MORGAN, CO 80701

SCHAEFER, JOHN E & PATSY JO  
17340 CO RD U  
FORT MORGAN, CO 80701

WEATHERBY, JOSEPH J C & LYNN A  
69 BACHAR DR  
FORT MORGAN, CO 80701

KNAUB, JOSHUA E  
70 BACHAR DR  
FORT MORGAN, CO 80701

EDSON, DONALD S & MELISSA  
71 BACHAR DR  
FORT MORGAN, CO 80701

DENES, STEVEN H & LORETTA  
72 BACHAR DR  
FORT MORGAN, CO 80701

WAGNER, LARRY A & ANNETTE A  
73 BACHAR DR  
FORT MORGAN, CO 80701

BLEDSON, CHRISTOPHER D & PAULA K  
19570 HWY 34  
FORT MORGAN, CO 80701

LOYA, CLEMENTE ESTRADA  
P O BOX 533  
KEENESBURG, CO 80643

HOBBS, CHARLES & JANET  
95 BACHAR DR  
FORT MORGAN, CO 80701

REED, SUSAN LEONE &  
HAY, NICOLE F

96 BACHAR DR  
FORT MORGAN, CO 80701

ARTEAGA, FRANCISCO E & RYANA L  
98 BACHAR DR  
FORT MORGAN, CO 80701

MORROW, WILLIAM B & BETTY A  
115 YATES TERRACE  
FORT MORGAN, CO 80701

AA STORAGE LLC  
17700 CO RD U  
FORT MORGAN, CO 80701

KEMBEL, ROBERT LEE  
17557 CO RD V  
FORT MORGAN, CO 80701



**NOTICE OF MORGAN COUNTY PLANNING COMMISSION'S REVIEW OF  
LAND USE APPLICATION**

Notice is hereby given that on Monday, April 11, 2022 at 7:00 p.m., or as soon as possible thereafter, a public hearing will be held to consider the following three applications:

**Applicant and Landowner:** 7/S Land & Cattle Company, LLC

**Legal Descriptions:** SE ¼ of Section 24 and in the NE ¼ of Section 25, Township 4N, Range 58W of the 6<sup>th</sup> P.M., Morgan County, Colorado. Also known 17545 Co Road V and 19961 Co Road 18, Fort Morgan, Colorado 80701.

**Request:** Minor Subdivision to plat approximately 32.05 acres into three new lots.

**Date of Application:** March 1, 2022.

**THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.**

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/89284849088>

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. You may email [permits\\_licensing@co.morgan.co.us](mailto:permits_licensing@co.morgan.co.us) to request items in the file to be emailed to you.

At time of the meeting an opportunity will be given for presentation of evidence in support of or in opposition to the application.



Charlotte Bolduc – Morgan County  
Planning Technician

Published: March 26, 2022

## **TECHNICAL**

Right to Farm Policy  
Application Fee Receipt  
Tax Account Statement  
Mineral Rights Notifications  
Animal Counts

## **MINOR SUB AND PD APPLICATIONS**

### **TO ALSO INCLUDE:**

Soil Map  
Topography  
Public Improvements  
HOA & Covenants

## MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.

Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

### RECEIPT AND STATEMENT OF UNDERSTANDING

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

**To Be Signed by Landowner**

Signature

Date

Printed Name

Address

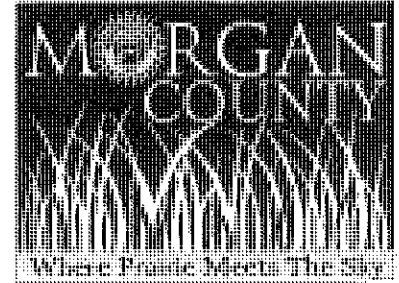
*Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.*

# RECEIPT

## Morgan County

31 Ensign, Fort Morgan, CO 80701

(970) 542-3526



## MS2022-0002 | Minor Subdivision Permit

Receipt Number: 543194

March 01, 2022

**Payment Amount: \$625.00**

<i>Transaction Method</i>	<i>Payer</i>	<i>Cashier</i>	<i>Reference Number</i>
Check	Elrick Construction Inc	Nicole Hay	7848

## Comments

## Assessed Fee Items

*Fee items being paid by this payment*

Date	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
03/01/22	Minor Subdivision 31-40.9 acres		\$625.00	\$625.00	\$0.00
<b>Totals:</b>			\$625.00	\$625.00	
<b>Previous Payments</b>					\$0.00
<b>Remaining Balance Due</b>					\$0.00

## Permit Info

<b>Property Address</b>	<b>Property Owner</b>	<b>Property Owner Address</b>	<b>Valuation</b>
19961 CO RD 18 FORT MORGAN, CO 80701	7/S LAND AND CATTLE COMPANY LLC	9 CARRIE CT FORT MORGAN, CO 80701	

## Description of Work

3 lot Minor Subdivision consisting of Parcel No 104124000013, 104125000002, 104125000001

# Morgan County Treasurer

## Statement of Taxes Due

Account Number R008593

Assessed To

Parcel 104124000013

7/S LAND AND CATTLE COMPANY LLC  
9 CARRIE CT  
FORT MORGAN, CO 80701

**Legal Description**

S: 24 T: 4 R: 58 W1/2SE1/4

**Situs Address**

17545 CO RD V

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$118.00	\$0.00	\$0.00	\$0.00	\$118.00
Total Tax Charge					\$118.00
<b>Special Assessment: RIVERSIDE IRRIGATION</b>					
2021	\$42.00	\$0.00	\$0.00	\$0.00	\$42.00
Total Special Assessment: RIVERSIDE IRRIGATION					\$42.00
<b>GRAND TOTAL</b>					<b>\$160.00</b>
<b>Grand Total Due as of 03/01/2022</b>					<b>\$160.00</b>

Tax Billed at 2021 Rates for Tax Area 047 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4720000	\$31.93	SPRINKLER	\$3,110	\$900
ROAD AND BRIDGE FUND	7.5000000	\$12.30	IRRIGATED LAND		
SOCIAL SERVICES FUND	2.0000000	\$3.28	GRAZING LAND	\$2,530	\$730
FT MORGAN RURAL FIRE DIST	3.0330000	\$4.97	FARM/RANCH	\$10	\$10
FT MORGAN PEST CONTROL	0.2990000	\$0.49	WASTE LAND		
MORGAN CO QUALITY WATER	0.8240000	\$1.35	Total	\$5,650	\$1,640
NORTHERN COLO WATER CD	1.0000000	\$1.64			
RE 3 F M GENERAL FD	27.0840000	\$44.42			
RE 3 F M M/L OVRD	1.7730000	\$2.91			
RE 3 F M BOND RED	8.9670000	\$14.71			
Taxes Billed 2021	71.9520000	\$118.00			

**RIVERSIDE IRRIGATION**

**\$42.00**

\*\*\*\*\*TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK\*\*\*\*\*

Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

ROBERT A SAGEL, MORGAN COUNTY TREASURER

231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: morgancounty.colorado.gov

# Morgan County Treasurer

## Statement of Taxes Due

Account Number R008523  
Assessed To

Parcel 104125000002  
7/S LAND AND CATTLE COMPANY LLC  
9 CARRIE CT  
FORT MORGAN, CO 80701

**Legal Description**

**Situs Address**

S: 25 T: 4 R: 58 W1/2NB1/4 EX 4 PARCS & MINOR SUB

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$49.60	\$0.00	\$0.00	\$0.00	\$49.60
Total Tax Charge					\$49.60
<b>Grand Total Due as of 03/01/2022</b>					<b>\$49.60</b>

Tax Billed at 2021 Rates for Tax Area 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4720000	\$13.24	GRAZING LAND	\$2,330	\$680
ROAD AND BRIDGE FUND	7.5000000	\$5.10	Total	\$2,330	\$680
SOCIAL SERVICES FUND	2.0000000	\$1.36			
FT MORGAN RURAL FIRE DIST	3.0330000	\$2.06			
FT MORGAN PEST CONTROL	0.2990000	\$0.20			
LOWER S PLATTE WATER CD	1.0000000	\$0.68			
MORGAN CO QUALITY WATER	0.8240000	\$0.56			
NORTHERN COLO WATER CD	1.0000000	\$0.68			
RE 3 F M GENERAL FD	27.0840000	\$18.41			
RE 3 F M M/L OVRD	1.7730000	\$1.21			
RE 3 F M BOND RED	8.9670000	\$6.10			
Taxes Billed 2021	72.9520000	\$49.60			

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231 Ensign St, PO Box 593, Fort Morgan, CO 80701  
Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us  
Website: morgancounty.colorado.gov

# Morgan County Treasurer

## Statement of Taxes Due

Account Number R018989  
Assessed To

Parcel 104125000001  
7/S LAND AND CATTLE COMPANY LLC  
9 CARRIE CT  
FORT MORGAN, CO 80701

**Legal Description**

S: 25 T: 4 R: 58 E1/2NE1/4 EX 2 PARCS & 2 MINOR SUBS

**Situs Address**

19961 CO RD 18

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$2,179.80	\$0.00	\$0.00	\$0.00	\$2,179.80
Total Tax Charge					\$2,179.80
<b>Special Assessment: RIVERSIDE IRRIGATION</b>					
2021	\$154.00	\$0.00	\$0.00	\$0.00	\$154.00
Total Special Assessment: RIVERSIDE IRRIGATION					\$154.00
<b>GRAND TOTAL</b>					<b>\$2,333.80</b>
<b>Grand Total Due as of 03/01/2022</b>					<b>\$2,333.80</b>

Tax Billed at 2021 Rates for Tax Area 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4720000	\$581.82	SPRINKLER	\$1,730	\$500
ROAD AND BRIDGE FUND	7.5000000	\$224.10	IRRIGATED LAND		
SOCIAL SERVICES FUND	2.0000000	\$59.76	FLOOD IRRIGATED LAND	\$20,930	\$6,070
FT MORGAN RURAL FIRE DIST	3.0330000	\$90.63	GRAZING LAND	\$470	\$140
FT MORGAN PEST CONTROL	0.2990000	\$8.93	FARM/RANCH WASTE LAND	\$20	\$10
LOWER S PLATTE WATER CD	1.0000000	\$29.88	FARM/RANCH RESIDENCE	\$323,970	\$23,160
MORGAN CO QUALITY WATER	0.8240000	\$24.62			
NORTHERN COLO WATER CD	1.0000000	\$29.88	Total	\$347,120	\$29,880
RE 3 F M GENERAL FD	27.0840000	\$809.27			
RE 3 F M M/L OVRD	1.7730000	\$52.98			
RE 3 F M BOND RED	8.9670000	\$267.93			
Taxes Billed 2021	72.9520000	\$2,179.80			

**RIVERSIDE IRRIGATION**

**\$154.00**

\*\*\*\*\*TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK\*\*\*\*\*

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ROBERT A SAGEL, MORGAN COUNTY TREASURER

231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Fax: 970-542-3520, Email: [esale@co.morgan.co.us](mailto:esale@co.morgan.co.us)

Website: [morgancounty.colorado.gov](http://morgancounty.colorado.gov)

MORGAN COUNTY EXTENSION  
914 E. RAILROAD AVE  
FORT MORGAN, CO 80701  
970-542-3540  
FAX: 970-542-3541

Jeff Schwerder is applying for a Minor Subdivision or Planned Development  
(landowner)

consisting of 3 lots totaling 32.5 acres. Landowner is Proposing to allow \_\_\_\_\_ animal units  
per acre, or \_\_\_\_\_ animal units per lot.

Location and/or address of site: As Per Plot Maps

17545 CRV Ft. Morgan Co 80701

Driving direction from Fort Morgan: North west

Date application is due in Planning Dept.: \_\_\_\_\_

☒ Copy of soils map must accompany this request.

☒ Copy of site plan must accompany this request.

It is the landowners/applicants responsibility to provide a stamped, self-addressed envelope for return of this form  
or to make arrangements to pick it up at the Extension Office.

EXTENSION AGENT USE ONLY:

Approval of animal units as proposed: \_\_\_\_\_ Recommended maximum animal units: \_\_\_\_\_

Comments: \_\_\_\_\_

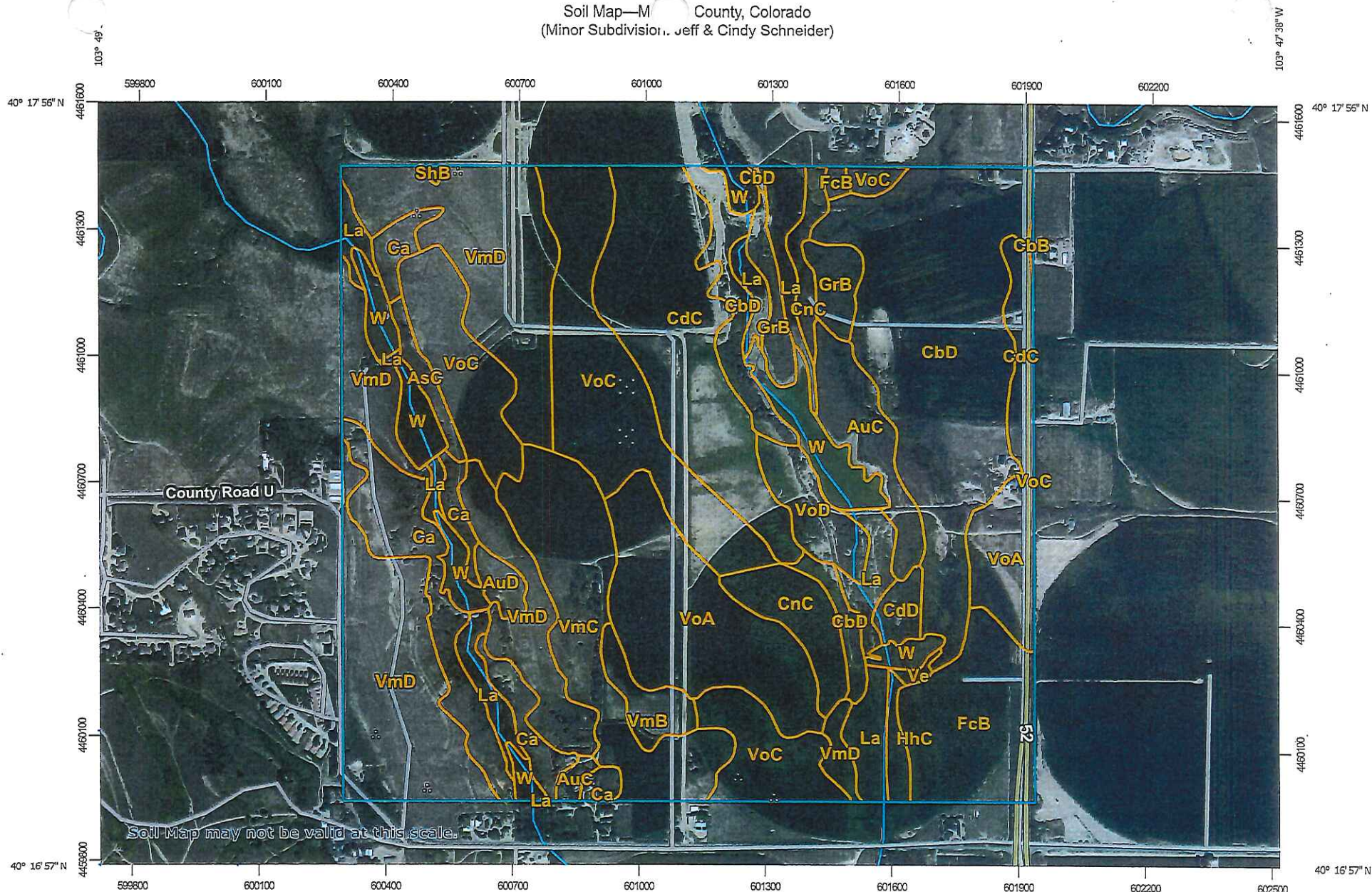
\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Soil Map—M \_\_\_\_\_ County, Colorado  
(Minor Subdivision: Jeff & Cindy Schneider)



Soil Map may not be valid at this scale.

Map Scale: 1:12,800 if printed on A landscape (11" x 8.5") sheet



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84



Natural Resources  
Conservation Service


Web Soil Survey  
National Cooperative Soil Survey

2/25/2022  
Page 1 of 3





## MAP LEGEND


### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morgan County, Colorado

Survey Area Data: Version 22, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 19, 2018—Aug 10, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AsC	Ascalon loamy sand, 3 to 5 percent slopes	3.7	0.6%
AuC	Ascalon sandy loam, 3 to 5 percent slopes	16.1	2.6%
AuD	Ascalon sandy loam, 5 to 9 percent slopes	3.2	0.5%
Ca	Cascajo soils and gravelly land	34.2	5.6%
CbB	Colby loam, 1 to 3 percent slopes	0.2	0.0%
CbD	Colby loam 5 to 9 percent slopes	93.4	15.2%
CdC	Colby sandy loam, 3 to 5 percent slopes	55.4	9.0%
CdD	Colby sandy loam, 5 to 9 percent slopes	3.8	0.6%
CnC	Colby-Adena loams, 3 to 5 percent slopes	15.7	2.6%
FcB	Fort Collins loam, 0 to 3 percent slopes	29.2	4.8%
GrB	Gilcrest sandy loam, 1 to 3 percent slopes	10.9	1.8%
HhC	Haverson sandy loam, 3 to 5 percent slopes	3.1	0.5%
La	Las loam, saline	29.5	4.8%
ShB	Stoneham loam, 1 to 3 percent slopes	0.3	0.1%
Ve	Valent-Dwyer sands, terrace, 0 to 3 percent slopes	0.8	0.1%
VmB	Vona loamy sand, 1 to 3 percent slopes	6.5	1.1%
VmC	Vona loamy sand, 3 to 5 percent slopes	36.9	6.0%
VmD	Vona-Dwyer loamy sands, 5 to 9 percent slopes	106.9	17.4%
VoA	Vona sandy loam, 1 to 3 percent slopes	50.0	8.2%
VoC	Vona sandy loam, 3 to 5 percent slopes	77.1	12.6%
VoD	Vona fine sandy loam, 5 to 9 percent slopes	10.1	1.7%
W	Water	26.2	4.3%
<b>Totals for Area of Interest</b>		<b>613.5</b>	<b>100.0%</b>



**TABLE 3 - MAXIMUM NUMBER OF ANIMAL UNITS (AU) PER ACRE**

MAXIMUM NUMBER AUs on contiguous property owned or leased by the owner or caretaker of the animals		MAXIMUM NUMBER AUs of Poultry, Fowl, Game Birds, Rabbits, Furbearing Animals Independent of Area	
ZONE	AU <sup>†</sup>	ZONE	AU <sup>†</sup>
A (Parcels larger than 20 acres)	4	A (Parcels larger than 20 acres)	100
A (Parcels 20 acres and smaller)	1	A (Parcels 20 acres and smaller)	100
A/B (Parcels larger than 20 acres)	2	A/B (Parcels larger than 20 acres)	100
A/B (Parcels 20 acres and smaller)	1	A/B (Parcels 20 acres and smaller)	10
C	1	C	10
ER	1	ER	10
RCR	1	RCR	10
RR	1	RR	10
MH	0	MH	0
MDR	1	MDR	10
HDR	0	HDR	0
HI	1	HI	10
LI	1	LI	10
JLV	0	JLV	0

**How to calculate the number of AUs per parcel.**

1. Multiple AU times (x) # of acres in your zone = AUs/parcel
2. From next page either divide AU/parcel by Col 1 –OR– multiply by Col 2 to for total AUs allowed.  
This number is cumulative for all animals kept on the parcel. *Decimals are rounded down*

EXAMPLE 1: 50 acre parcel in A:  $50 \times 4 = 200$  then divide by Horse, mature Col 1:  
 $200 \div 1.3 = 153.85$  hd/parcel

EXAMPLE 2: 50 acre parcel in A:  $50 \times 4 = 200$  then multiply by Horse, mature Col 2:  
 $200 \times 0.77 = 154$  hd/parcel

EXAMPLE 3: 4 acre parcel in ER:  $4 \times 1 = 4$  then divide by Milk producing dairy cow Col 1:  
 $4 \div 1.4 = 0.71$  hd/parcel (*none allowed, less than 1*)

EXAMPLE 4: 4 acre parcel in ER.  $4 \times 1 = 4$  then multiply by Milk producing dairy cow Col 2:  
 $1 \times 0.714 = 0.71$  hd/parcel (*none allowed, less than 1*)

Always check covenants for species and number of animals allowed.



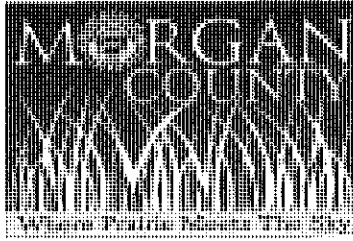
**TABLE 4 - ANIMAL UNITS (AU)**

	Col 1 (divide)	Col 2 (multiply)
<b>Cattle</b>		
Cow, with or without un-weaned calf at side, or heifer 2 yrs. old or older	1.0	1:1
Milk producing dairy cow	1.4	0.714:1
Bull, 2 years old or older	1.3	0.77:1
Young cattle, 1 to 2 years old Bull, 2 years old or older	0.8	1.25:1
Weaned calf to yearling	0.6	1.28:1
Un-weaned calf	0.25	4:1
<b>Equine</b>		
Horse, mature	1.3	.77:1
Horse, yearling	1.0	1:1
Weanling colt or filly	0.75	1.33:1
Mule, mature	1.2	.833:1
Donkey, mature	0.6	1.67:1
Miniature Horse	0.37	2.7:1
<b>Sheep</b>		
Mature ewe, with or without un-weaned lamb at side	0.2	5:1
Ram, 2 years old or older	0.25	4:1
Yearling	0.15	6.67:1
Weaned lamb to yearling	0.12	8.33:1
<b>Goats</b>		
All breeds and ages	0.14	7:1
<b>Swine</b>		
Sow	0.4	2.5:1
Boar	0.5	2:1
Pig up to 200 pounds	0.2	5:1
<b>Elk</b>		
Any age	0.5	2:1
<b>Buffalo</b>		
Any age	1.3	.77:1
<b>Llamas and Alpacas</b>		
Mature llama, with or without un-weaned young at side	0.5	2:1
Weaned young llama to yearling	0.25	4:1
Alpaca	0.25	4:1
<b>Ratite Birds</b>		
Ostriches, emus, rheas	0.2	5:1
<b>Rabbits</b>		
All breeds and ages	0.0178	56:1
<b>Chickens</b>		
Breeders	0.0133	75:1
Replacement pullets to 6 months of age	0.0031	325:1
8-week old broilers	0.0015	650:1
<b>Turkeys</b>		
Breeders	0.0333	35:1
Turkeys raised to maturity	0.025	40:1
Turkeys 6 months of age or less	0.0133	75:1

*Unlisted species shall be considered to equal one animal unit per 1100 pounds live animal weight. Multiple animals may be aggregated to determine an animal unit or weight.*

# **Amending Morgan County Zoning Regulations**

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**MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS  
AMENDMENT SUMMARY**

**April 15, 2022, 2022  
April 26, 2022 (meeting date)**

**AMENDMENTS TO THE MORGAN COUNTY SUBDIVISION REGULATIONS**

**Description of Amendments:**

1. Proof of ownership consisting of a title commitment issued within the previous six (6) months.

On April 11, 2022, the Planning Commission voted 6 – 0, with 1 member absent to approve the amended subdivision regulations and send them on to the Board of County Commissioner for approval.

Nicole Hay  
Morgan County Planning Director

**MORGAN COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 2022 BCC\_\_\_\_\_**

**A RESOLUTION AMENDING THE MORGAN COUNTY ZONING REGULATIONS**

WHEREAS, the County's enforcement procedures for its Zoning Regulations have no mechanism to review previously approved permits, but the County recognizes its continuing jurisdiction over such permits;

WHEREAS, the Board of County Commissioners desires to create and clarify the procedures to enforce violations of the terms and conditions of previously approved permits;

WHEREAS, on\_\_\_\_\_, the Planning Commission held a duly noticed public hearing on the proposed amendments and recommended approval;

WHEREAS, on\_\_\_\_\_, the Board of County Commissioners held a duly noticed public hearing on the proposed amendments;

WHEREAS, the Board of County Commissioners has complied with all relevant provisions for amending the Morgan County Subdivision Regulations; and

WHEREAS, after considering public testimony received and the recommendation of the Planning Commission, the Board of County Commissioners finds these amendments to be in the best interest of the citizens of Morgan County.

NOW THEREFORE BE IT RESOLVED by the Morgan County Board of County Commissioners as follows:

Section 1. Section 6-120(B)(4) of the Morgan County Subdivision Regulations is repealed and reenacted to read as follows:

Proof of ownership consisting of a title commitment issued within the previous six (6) months. If the application is incomplete, the County may require that the title commitment be updated.

Section 2. Section 6-180 of the Morgan County Subdivision Regulations is amended by the addition of a new subsection (E) to read as follows:

A title insurance commitment or policy including a schedule of exceptions to title, ~~or an attorney's title opinion addressed to the County,~~ dated or endorsed to a date no more than six (6) months prior to the date of application, showing that the applicant is the fee title owner of all subject property. If such property is encumbered, it shall be required that such lien holder join in any dedication, if applicable. If the Board of County Commissioners grants approval to such plat with a dedication, it may be a condition to such approval that *applicant provide a title insurance policy to the County prior to recording of the plat.* ~~said title insurance commitment, policy or attorney's title opinion~~



~~b updated to no more than five (5) days prior to the date of such final approval by the Board of County Commissioners. It is the responsibility of the applicant to keep title policies current.~~

Section 3. Section 8-170(A) of the Morgan County Subdivision Regulations is amended to read as follows:

A title insurance commitment or policy including a schedule of exceptions to title, ~~or an attorney's title opinion addressed to the County,~~ dated or endorsed to a date no more than six (6) months prior to the date of application, showing that the applicant is the fee title owner of all subject property. If such property is encumbered, it shall be required that such lien holder join in ~~the any~~ dedication, *if applicable*. If the Board of County Commissioners grants approval to such plat *with a dedication*, it may be a condition to such approval that *applicant provide a title insurance policy to the County prior to recording of the plat.* ~~said title insurance commitment, policy or attorney's title opinion b updated to no more than five (5) days prior to the date of such final approval by the Board of County Commissioners. It is the responsibility of the applicant to keep title policies current.~~

Section 4. Section 8-210 of the Morgan County Subdivision Regulations is amended to read as follows:

Following approval of the minor subdivision plat by the Planning Commission, the Staff shall retain the plat, assuming there are no corrections, together with all supplemental documents for transfer to the Board of County Commissioners at its next regular meeting. The subdivider shall make a presentation to the Board of County Commissioners explaining the plat and the documents. The Board of County Commissioners shall check the plat, especially with regard to proper signatures, required improvements and acceptance of the area dedicated for public use, and shall approve or disapprove the plat. *If applicable, the Board shall consider a subdivision improvement agreement for any required public improvements.* ~~At such meeting, any required guarantees of completion of the roads and improvements shall be provided by the subdivider. If, at this point of review, the title commitment is more than sixty (60) days old, an updated commitment must be produced by the applicant and checked by the County Attorney at the meeting.~~

Section 5. Section 9-150(C)(3) of the Morgan County Subdivision Regulations is repealed and reenacted to read as follows:

Proof of ownership in the form of a title insurance commitment or policy, including a schedule of exceptions to title, dated or endorsed to a date no more than six (6) months prior to the date of application, showing that the applicant is the fee title owner of all subject property. If such property is encumbered, it shall be required that such lien holder join in any dedication, if applicable. If the Board of County Commissioners or the Planning Administrator grants approval to such plat with a dedication, it may be a condition to such approval that applicant provide a title insurance policy to the County prior to recording of the plat.

Section 6. Section 10-100(D)(3) of the Morgan County Subdivision Regulations is amended to read as follows:

Proof of ownership that includes an updated or current title information binder or insurance policy issued no more than ~~30 days~~ *6 months* prior to the date of application. *If the application is incomplete, the County may require that the title commitment be updated.*

Section 7. Section 10-200(D)(3) of the Morgan County Subdivision Regulations is amended to read as follows:

Except for changes to plat note or condition, proof of ownership that includes an updated or current title information binder or insurance policy issued no more than ~~30 days~~ *6 months* prior to the date of application. *If the application is incomplete, the County may require that the title commitment be updated.*

Section 8. Sections 10-400(D)(3), 10-500(D)(3), and 10-600(D)(3) of the Morgan County Subdivision Regulations is amended to read as follows:

Proof of ownership that includes an updated or current title information binder or insurance policy issued no more than ~~30 days~~ *6 months* prior to the date of application, ~~to be updated prior to plat recordation.~~ *If the application is incomplete, the County may require that the title commitment be updated.*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
MORGAN COUNTY, COLORADO

\_\_\_\_\_  
Jon J. Becker, Chairman

\_\_\_\_\_  
Gordon H. Westhoff, Commissioner

\_\_\_\_\_  
Mark A. Arndt, Commissioner

ATTEST:  
(SEAL)

\_\_\_\_\_  
Susan Bailey, Clerk to the Board

**NOTICE OF PUBLIC HEARING  
MORGAN COUNTY PLANNING COMMISSION**

Notice is hereby given that on Monday, April 11, 2022 at 7:00 P.M. or at such time and place as this hearing may be adjourned, the Morgan County Planning Commission will conduct a public hearing on proposed Amending the Morgan County Subdivision and Zoning Regulations.

**Description of Amendments:**

1. Proof of ownership consisting of a title commitment issued within the previous six (6) months.

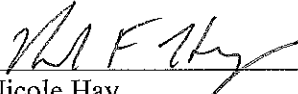
**Location of Hearing:** 231 Ensign St, Assembly Room, Basement - Enter through southeast door.

**Date of Hearing:** April 11, 2022, 7:00 p.m.

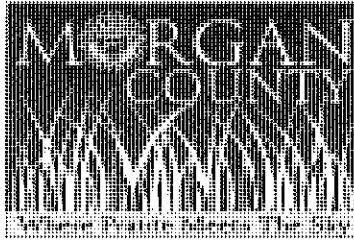
All materials are available for inspection at the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado, during regular office hours. At time of the public hearing an opportunity will be given for presentation of evidence related to the application.

Virtual attendance is available via the Zoom platform at:  
<https://us02web.zoom.us/j/89284849088>

**For handicapped access call 970-768-7197**

  
\_\_\_\_\_  
Nicole Hay  
Morgan County Planning Administrator

Published March 26, 2022



**MORGAN COUNTY PLANNING COMMISSION  
AMENDMENT SUMMARY  
March 28, 2022  
April 11, 2022 (meeting date)**

**AMENDMENTS TO THE MORGAN COUNTY SUBDIVISION REGULATIONS**

**Description of Amendments:**

1. Proof of ownership consisting of a title commitment issued within the previous six (6) months.

Nicole Hay  
Morgan County Planning Director



**MORGAN COUNTY BOARD OF COMMISSIONERS  
FILE SUMMARY  
April 6, 2022  
April 26, 2022(meeting date)  
XCEL ENERGY  
COLORADO'S POWER PATHWAY**

Just a note that this is not a public hearing item, but a discussion between the Board and staff.

On April 6, 2022 Charlotte Bolduc, Planning Technician and myself met with representatives from Xcel Energy, Tetra Tech, and Gilbert F. McNeish Attorney at Law for a preapplication conference regarding the Colorado's Power Pathway Project. The attached Exhibit shows the general locations of Segment 1 and Segment 2, part of which will effect Morgan County.

Guidelines and Regulations for Areas and Activities of State Interest, Morgan County, State of Colorado

**Section 3-303 Preapplication Conference**

- (1) Prior to formal filing of the application, the applicant shall confer with the Planning Administrator to obtain information and guidance. The purpose of such a conference is to permit the applicant and the staff to review the proposal informally before substantial commitments of time and money are made.
- (5) If the project is not set for a preliminary application, the Planning Administrator shall consult with the Board of County Commissioners concerning the County's application requirements for the project, and shall notify the applicant either at the preapplication conference or within 10 days thereafter in writing of such requirements, including but not limited to the extent of interest holders to receive notification of the project under Section 2-206 and other applicable sections, the extent of the project area to be considered, the submittal requirements that will be waived by the County, and any particular submittal requirements in addition to those specified in these Regulations.

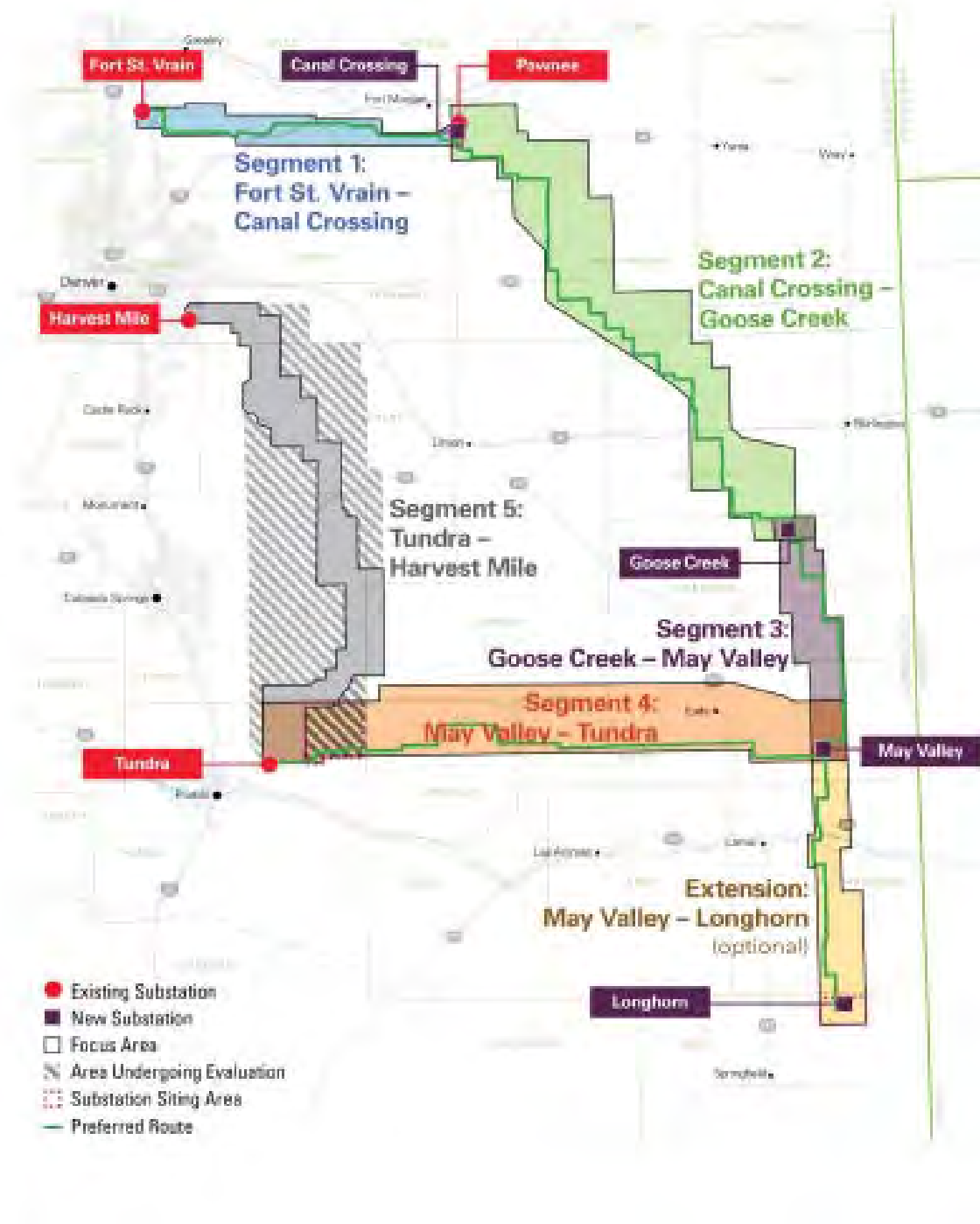
**Section 3-304 Preliminary Application**

- (1) Following the preapplication conference, the Planning Administrator shall consult with the Board of County Commissioners and, on the basis of the information provided by the applicant at the preapplication conference, they shall determine, in their sole discretion, whether to require the applicant to submit a preliminary application. This decision shall be communicated by the Planning Administrator to the applicant within ten days after the preapplication conference, or as soon as feasible thereafter. In general, Morgan County will require a preliminary application process only for substantial facilities of a size or potential impact on the community to justify additional study. If the applicant objects to undergoing the preliminary application process, the applicant may appeal this decision to the Board of County Commissioners, which shall meet with the applicant and the Planning Administrator as soon as feasible thereafter to consider the basis for the applicant's appeal, and shall then determine whether or not the preliminary application shall be waived for good cause shown.

With the information provided to me at the preapplication conference I recommend not requiring a preliminary application and I am looking for guidance from the Board concerning the County's application requirements.

Nicole Hay  
Morgan County Planning Administrator

# EXHIBIT



# COMMISSIONERS CALENDAR

April 22, 2022 through May 3, 2022

April 22, 2022	8:00 a.m. 9:00 a.m.	KSIR Radio Interview CDOT/STAC (Becker)
April 25, 2022	9:30 a.m. 11:30 a.m. 2:30 p.m.	DHS Agency Financial Meeting Human Resources Department Meeting Building Maintenance Department Meeting
April 26, 2022	9:00 a.m. 10:00 a.m. 10:00 a.m. 1:00 p.m. 2:00 p.m.	Planning & Zoning Hearing Attorney Office Hours Planning & Zoning Department Meeting Emergency Management Department Meeting Solid Waste Department Meeting
April 27, 2022	7:00 a.m. 1:00 p.m.	MCEDC Board Meeting (Becker) Northern Colorado Health Department Board Meeting (Arndt)
April 28, 2022	6:30 p.m. 7:00 p.m.	Eastern Colorado Services for the Developmentally Disabled (Westhoff) Fair Board Meeting (Arndt)
April 29, 2022		Daily County Business
May 2, 2022	11:00 a.m. 12:00 p.m. 1:00 p.m.	Office Meeting Human Resources Department Meeting Public Works Department Meeting
May 3, 2022	9:00 a.m.  10:00 a.m.	Board of County Commissioners Meeting (Assembly Room) (Please check <a href="https://morgancounty.colorado.gov/">https://morgancounty.colorado.gov/</a> for meeting options.) City/County Meeting

*Unless otherwise noted, all meetings with department heads and other non-BOCC elected officials listed above may include an update on the status of the department, a general discussion of projects, any matters or concerns that the County needs to address, and activities and operations of the department.*

***Department meetings may be by conference call or virtual meeting upon request.***

CALENDAR SUBJECT TO CHANGE DUE TO AGREEABLE CANCELLATIONS AND/OR WALK IN BUSINESS

Posted 04/22/2022 @ 4:00 P.M. by Karla Powell, Administrative Services Manager

\*\* All meetings are held in the Commissioner's Office located at 218 West Kiowa Avenue, Fort Morgan unless otherwise noted

\*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodation.